

Memorandum

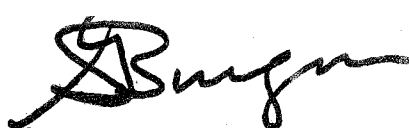
MIAMI-DADE
COUNTY

Date: January 20, 2005

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 7(A)(1)(D)

From: George M. Burgess
County Manager



Subject: Professional Specific Services Agreement for Refurbishment of Flamingo
& Dolphin Garages – Project No. E04-MDAD-02

The attached Professional Specific Services Agreement between EAC Consulting, Inc. and Miami-Dade County has been prepared by the Miami-Dade Aviation Department and is recommended for approval. It is further recommended that the Board authorize the County Manager or his designee to execute said contract for and on behalf of the County, and to exercise any cancellation provisions therein.

PROJECT: Refurbishment of Flamingo & Dolphin Garages

PROJECT NO. E04-MDAD-02

PROJECT LOCATION: Miami International Airport

PROJECT DESCRIPTION: Miami International Airport's public parking garages are in need of major maintenance as it has been more than ten years since the garages were last refurbished and painted. EAC Consulting, Inc. is being retained through this Professional Specific Services Agreement to provide architectural, engineering and construction administration services for the required refurbishment of the garages. The Consultant will inspect the parking garages and prepare construction documents identifying each maintenance item and the repair method. Some of the known repairs include sealing and repairing slab cracks, spalls, beams, columns and walls; adding, rehabilitating or replacing structural reinforcement of expansion joint bearings and covers; repairing barrier cables; replacing deteriorated or damaged electrical work; replacing sealant joints; preparing all sub-surfaces and painting or sealing as required; and repairing life safety systems (fire alarms and the like) and elevators as may be required by regulatory agencies, such as the Fire Department, as part of the permitting process. In addition to these items, the Flamingo and Dolphin garages will be re-painted.

The Aviation Department is implementing a Wayfinding Master Plan that, among other things, will change the numbering and color-coding in the parking garages. This consultant will coordinate with the Wayfinding consultant to assign colors in the garages consistent with the Plan and to ready the garages to accept the new signs, which will be provided through a separate contract. Likewise, the design of any new pavement markings will be coordinated with the Plan and done by other consultants. Because the parking garages must remain operational while this work is being performed, the consultant will work closely with the Department's Landside Division to develop a maintenance of traffic plan that minimizes inconvenience to the public.

The estimated construction budget for this project is \$4,250,000.

FIRM:

EAC Consulting, Inc.

LOCATION OF FIRM:

815 NW 57th Avenue, Suite 402
Miami, Florida 33126

SUBCONSULTANTS:

Louis J. Aguirre & Associates Inc.
Alleguez Architecture, Inc.

SELECTION PROCESS:

In accordance with Chapter 287.055 of the Florida Statutes and Chapter 2-10.4 of the Code of Miami-Dade County, both of which govern certification, selection, and negotiation procedures, the Evaluation/Selection Committee held a First Tier meeting to evaluate and rank the seventeen (17) firms that submitted proposals and met all of the minimum submittal requirements for the project. The proposers were evaluated based on criteria established in A.O. 3-39. The firm of EAC Consulting, Inc. was top-ranked by the Committee. With the County Manager's approval to move forward with the negotiation process, the Negotiating Committee successfully negotiated the attached agreement with the top-ranked firm, EAC Consulting, Inc.

TERM OF AGREEMENT:	Three (3) years or until all Services are completed or until those Service Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later. It is anticipated that this project will take 240 days to design, with bidding for its construction beginning during the last 45 days of design in the summer of 2005. The anticipated completion date of the project is late 2006 or early 2007.
RECOMMENDED CONTRACT MEASURES:	25% CBE Goal
CONTRACT MEASURES ACHIEVED AT AWARD:	25% CBE Goal
ADVERTISEMENT DATE:	April 13, 2004
LIVING WAGE:	Not Applicable
AMOUNT OF RECOMMENDED AGREEMENT:	\$655,652.00 (basic services fee of \$389,557.20; additional services which include testing, equipment and all other reimbursable items, \$50,000; Life Safety changes mandated by regulatory agencies, such as the Fire and Building Departments, during the design process, \$75,000; allowance for unforeseen structural damages uncovered during investigation, \$65,000; allowance account for creation of additional electronic base drawings, \$10,000; additional services for unanticipated work, \$58,000; and the Inspector General and IPSIG audit accounts)
ALLOWANCES/CONTINGENCY ORDINANCE NO. 00-65:	Within guidelines
HOW LONG IN BUSINESS:	Ten (10) years
COMPANY PRINCIPAL (S):	Enrique Crooks
PREVIOUS AGREEMENT(S) WITH THE COUNTY:	Six (6) projects; \$987,343 (See attached list)

Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners
Page No. 4

**GENDER, ETHNICITY AND
OWNERSHIP BREAKDOWN:**

Black Male 100%

**AFFIRMATIVE ACTION
EXPIRATION DATE:**

December 31, 2004

INSPECTOR GENERAL:

\$1,618.90

IPSIG:

\$6,475.58

FUNDING SOURCE:


Reserve Maintenance Fund

USING AGENCY:

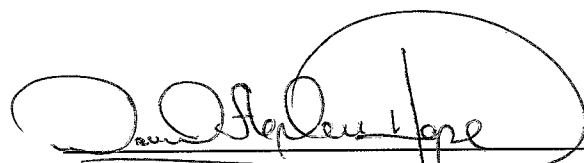
Miami-Dade Aviation Department

MANAGING AGENCY:

Miami-Dade Aviation Department

 11/17/04

Assistant County Manager



County Attorney
Approved for Legal Sufficiency




MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: January 20, 2005

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(A)(1)(D)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

5

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(A)(1)(D)
01-20-05

RESOLUTION NO. _____

RESOLUTION RELATED TO REFURBISHMENT OF FLAMINGO AND DOLPHIN GARAGES AT MIAMI INTERNATIONAL AIRPORT; AUTHORIZING APPROVAL AND AWARD OF NON-EXCLUSIVE AGREEMENT WITH EAC CONSULTING, INC. FOR PROFESSIONAL ARCHITECTURAL, ENGINEERING, AND CONSTRUCTION ADMINISTRATION SERVICES TO MIAMI-DADE AVIATION DEPARTMENT; AND AUTHORIZING COUNTY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE ALL OTHER RIGHTS INCLUDING CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby authorizes: (i) the award and execution of a non-exclusive agreement (the "Agreement") with EAC Consulting, Inc., to provide professional architectural, engineering, and construction administration services to refurbish the Flamingo and Dolphin Garages at Miami International Airport, for the Miami-Dade Aviation Department, for a three (3) year term with total compensation not to exceed \$655,652.50;¹ (ii) the County Manager or designee to execute the Agreement; and (iii) the County Manager or designee to exercise or enforce any provision of the Agreement during said term, including the cancellation provisions contained therein.

¹ Total compensation is comprised of an amount not to exceed \$647,557.52, plus (a) \$1,618.90 for the Inspector General audit account, and (b) \$6,475.58 for the Independent Private Sector Inspector General audit account.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Dennis C. Moss, Vice-Chairman	
Bruno A. Barreiro	Dr. Barbara Carey-Shuler
Jose "Pepe" Diaz	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorrian D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2005. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency.

dsh

By: _____
Deputy Clerk

David Stephen Hope

7



MIAMI DADE COUNTY
A&E Firm History Report
From: N/A To: N/A

FIRM NAME: EAC CONSULTING, INC.
815 NW 57th Ave, #402
Miami, FL 33126

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE REPORTED	DATE	SUBCONTRACTORS
E96-PARK-01 ENGINEERING MISCELLANEOUS PROFESSIONAL SERVICES	3	PR	SET ASIDE BBE 100%	12/17/1996	\$300,000	\$199,464 03/31/2000	\$0		* ARDAMAN & ASSOCIATES, INC. - \$5,397.50 * HAMMOND & ASSOCIATES, INC. - \$16,481.75 * PRECISION ENGINEERING AND SURVEYING INC. - \$0.00
Change Order # 1	NOV-05-98	30 days	SET ASIDE BBE 100%		\$0				
					\$300,000				
E95-PW-04 GENERAL CONSULTANTS FOR MISCELLANEOUS PROJECTS	1	PW	NO MEASURE	07/08/1997	\$500,000	\$282,264 03/31/2000	\$0		* BERMELO, AJAMIL & PARTNERS, INC. - \$56,508.00 * BND ENGINEERS, INC. - \$0.00 * HAMMOND & ASSOCIATES, INC. - \$0.00
					\$500,000				
E97-DCAD-01-1 MISCELLANEOUS STRUCTURAL ENGINEERING SERVICES (SIC 871) (RESUBMITTAL 3/20/97)	1	AV	SET ASIDE BBE 100%	07/07/1998	\$501,250	\$341,858 03/31/2002	\$0		* CAMP DRESSER & MCKEE INC - \$0.00 * HAMMOND & ASSOCIATES, INC. - \$2,760.00 * HANDEX OF FLORIDA, INC. - \$0.00 * HARD J. CONSTRUCTION CORP. - \$0.00 * L. J. NODARSE & ASSOCIATES, INC. - \$0.00 * LANZO CONSTRUCTION CO FLORIDA - \$0.00 * MAGNUM TANK SERVICES, INC. - \$0.00 * PAWA COMPLEX INTL INC. - \$0.00 * PRECISION ENVIRONMENTAL LABORATORY, INC. - \$0.00 * RESOURCE RECLAMATION SVCS., INC. - \$0.00
Change Order # 1	365 days	SET ASIDE BBE 100%			\$0				
					\$501,250				
E97-DERM-01A GENERAL ENGINEERING CONSULTING SERVICES (5 CONTRACTS @ \$300,000)	2	DE	SET ASIDE BBE 100%	07/21/1998	\$300,000	\$143,106 12/31/2003	\$0		* HAMMOND & ASSOCIATES, INC. - \$0.00 * PRECISION ENGINEERING AND SURVEYING INC. - \$105,728.00
					\$300,000				



MIAMI DADE COUNTY
A&E Firm History Report
From: N/A To: N/A

PRIMES

FIRM NAME: EAC CONSULTING, INC.
815 NW 57th Ave, #402
Miami, FL 33126

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
E97-PW-01/610157	6	PW	SET ASIDE BBE 100%	09/15/1998	\$171,430	\$11,409	03/31/2000	\$0	* PRECISION ENGINEERING AND SURVEYING INC. - \$13,050.00
GENERAL CIVIL ENGINEERING PROFESSIONAL SERVICES (RESUBMITTAL 3/6/97)									
Change Order # 1	SEP-21-04				\$85,239				
					\$256,669				
E98-PARK-05-1	4	PR	NO MEASURE	05/25/1999	\$250,000	\$108,902	03/31/2000	\$0	* A R C O ENGINEERING & TESTING - \$11,725.00
ENGINEERING MISCELLANEOUS PROFESSIONAL SERVICES (4 AGREEMENTS @ \$250,000 EACH) (SIC 871)									
Change Order # 1	OCT-19-99	0 days			\$250,000				* AQUADYNAMICS DESIGN GROUP, INC. - \$12,533.74
Change Order # 2	MAY-08-01	365 days			\$0				* ARDAMAN & ASSOCIATES, INC. - \$11,287.50
					\$500,000				* FULLERTON DIAZ ARCHITECTS, INC. - \$45,500.00
									* HAMMOND & ASSOCIATES, INC. - \$37,093.99
									* LKG-CMC, INC. - \$10,075.15
									* LOUIS J. AGUIRRE & ASSOCIATES, P.A. - \$28,751.10
									* REPOR BROTHERS, INC. - \$0.00
E99-MDHA-01, R1	2	HD	NO MEASURE	08/27/2001	\$500,000	\$73,562		\$0	* ALLEN AND ASSOCIATES, P.A. - \$10,383.00
MISC. ENGINEERING PSA AGREEMENTS FOR MDHA PUBLIC HOUSING DEVELOPMENTS									
					\$500,000				* SDM CONSULTING ENGINEERS, INC. - \$40,355.00
E01-DERM-04 EP	29	DE	NO MEASURE	11/03/2001	\$500,000	\$27,052	12/31/2003	\$0	
FEMA DORM Drainage Projects (SIC 871)									
					\$500,000				



MIAMI DADE COUNTY
A&E Firm History Report
From: N/A To: N/A

PRIMES

FIRM NAME: EAC CONSULTING, INC.
815 NW 57th Ave, #402
Miami, FL 33126

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
E01-WASD-05, PROJECT 4 Design of Neighborhood Water Distribution and Sewage Collection and Transmission Systems (6 Agreements at \$770,000 Each) (SIC 871)	3	WS	SET ASIDE CBE 100%	11/03/2001	\$770,000	\$72,527	\$0		* CES CONSULTANTS, INC. - \$0.00
					<u>\$770,000</u>				
E00-PARK-05 MISCELLANEOUS CIVIL ENGINEERING PROFESSIONAL SERVICES AGREEMENTS (5 AGREEMENTS @ \$500,000 EACH) (SIC 871)	4	PR	NO MEASURE	03/06/2002	\$500,000	\$0	\$0		
					<u>\$500,000</u>				
E01-DERM-05, E CONSULTANTS FOR ENGINEERING CONSTRUCTION MANAGEMENT SERVICES (20 AGREEMENTS AT \$2,000,000.00 EACH) (SIC 871)	4	DE	SET ASIDE CBE 100%	04/02/2002	\$2,000,000	\$40,728	\$0		* TARGET ENGINEERING GROUP INC. - \$0.00
					<u>\$2,000,000</u>				
EDP-AV-EF358 TERMINAL B COLUMNS H74 & H75 MIA	1	AV	NO MEASURE	03/05/2003	\$10,000	\$0	\$0		
					<u>\$10,000</u>				



MIAMI DADE COUNTY
A&E Firm History Report
From: N/A To: N/A

PRIMES

FIRM NAME: EAC CONSULTING, INC.
815 NW 57th Ave, #402
Miami, FL 33126

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
Total Award Amount					\$6,302,680				
Total Change Orders Approved by BCC					\$335,239				
					\$6,637,919				
Total Change Orders Pending					\$0				
					\$6,637,919				

11

Change Orders without dates are pending BCC approval

Memorandum



Date: October 22, 2004

To: George M. Burgess
County Manager

From: Margaret H. Moss, Project Manager
Aviation Sr. Procurement Contracts Officer
Miami-Dade Aviation Department

Subject: Negotiation Committee Report for Refurbishment
of Flamingo & Dolphin Garages

Attached are six (6) copies of the proposed Project Specific Services Agreement for the Refurbishment of Flamingo and Dolphin Garages, negotiated by County staff with the firm EAC Consulting, Inc.

Description of Project

The scope of services will include but are not limited to the provision of complete professional architectural, engineering and construction administration services, by the consultant, for the execution of life safety work, required repairs, and code requirements. Services are to include, but are not limited to inspection of facility and preparation of construction documents that identifies each problem, its location and repair method; bidding assistance; and construction administration. Some of the known repairs include sealing or resealing slab cracks; repairing slab cracks and spalls; repairing beam, column and wall cracks, and spalls; adding structural reinforcement of expansion joint bearings; rehabilitating or replacing expansion joint bearings; replacing expansion joint covers; repairing barrier cables; replacing deteriorated or damaged electrical work; replacing sealant joints; preparing all sub-surfaces and painting or sealing as required; and repairing life safety and elevators as required. Professional services may be required to coordinate the scope of work associated with the anticipated Florida Power and Light (FPL) lighting retrofit work. The estimated construction budget for this project is \$4,250,000.

Cost of Project, Source of Funding and Consulting Fees

Fees to the Consultant under this Agreement shall not exceed \$655,652.00, which includes audit accounts for the Inspector General in the amount of \$1,618.90; and IPSIG, in the amount of \$6,475.58. The source of funding will be Reserve Maintenance Fund.

Estimated Project Time Table

The term of this Agreement shall be for three (3) years and shall begin upon execution by the parties and shall be in effect until all Services are completed or until those Service Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later.

George M. Burgess
County Manager
Negotiation Committee Report
Page 2

Certification, Selection, and Negotiation Process

In accordance with Chapter 287.055 of the Florida Statutes and Chapter 2-10.4 of the Code of Miami-Dade County, both of which govern certification, selection, and negotiation procedures, the Evaluation/Selection Committee held a first tier meeting where all seventeen (17) firms that submitted proposals were deemed to have met all of the minimum submittal requirements for the project. One firm was chosen as the Committees' primary selection, EAC Consulting, Inc. with the County Manager's approval to move forward with the negotiation process. The Negotiating Committee successfully negotiated one agreement with the primary choice.

Attachments

cc: Clerk of the Board of County Commissioners

Consultant Selection Committee

Amelia M. Cordova, A&E Consultant Selection Coordinator, CICC
Alan Velez, Parks
Antolin Carbonell, MDAD
Mark Mitros, MDAD
Jeff Cohen, PWD
Heather Fraser, DBD

Negotiation Committee

Alan Velez, Parks
Mark Mitros, MDAD
Antolin Carbonell, MDAD

**REFURBISHMENT OF FLAMINGO AND DOLPHIN
GARAGES PAP
PROJECT NO. E04-MDAD-02
PROJECT SPECIFIC SERVICES AGREEMENT**

AGREEMENT

made as of the ____ day of _____ in the year 200__.

Between the Owner: Miami-Dade County Florida, a political subdivision of the State of Florida, acting by and through its **Board of County Commissioners** (the "County"), which shall include its officials, successors, legal representatives, and assigns.

and the Architect/Engineer: **EAC Consulting, Inc.**
815 NW 57th Avenue, Suite 402
Miami, Florida 33126
Phone No. 305-264-2557
Facsimile No. 305-264-5507

which term shall include its officials, successors, legal representatives, and assigns.

For the Project: The scope of services will include but are not limited to the provision of complete professional architectural, engineering and construction administration services, by the consultant, for the execution of life safety work, required repairs, and code requirements. Services are to include, but are not limited to inspection of facility and preparation of construction documents that identifies each problem, its location and repair method; bidding assistance; and construction administration. Some of the known repairs include sealing or resealing slab cracks; repairing slab cracks and spalls; repairing beam, column and wall cracks, and spalls; adding structural reinforcement of expansion joint bearings; rehabilitating or replacing expansion joint bearings; replacing expansion joint covers; repairing barrier cables; replacing deteriorated or damaged electrical work; replacing sealant joints; preparing all sub-surfaces and painting or sealing as required; and repairing life safety and elevators as required. Professional services may be required to coordinate the scope of work associated with the anticipated Florida Power and Light (FPL) lighting retrofit

work. The estimated construction budget for this project is \$4,250,000.

The full scope of the project for which services are to be performed under this Agreement is contained in Page 1 of this Agreement under the title "For the Project".

The Owner and Architect/Engineer agree as set forth herein:

SPECIFIC SERVICES AGREEMENT

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>SUBJECT</u>	<u>PAGE NO.</u>
ARTICLE 1	DEFINITIONS	6
ARTICLE 2	INFORMATION TO BE FURNISHED BY THE OWNER	14
2.1	Information to be Furnished by the Owner	14
2.2	Obligation of the Architect/Engineer	14
ARTICLE 3	GENERAL PROVISIONS.....	15
3.1	Indemnification and Hold Harmless	15
3.2	Insurance	15
3.3	Assignment	17
3.4	Provision of Items Necessary to Complete Services.....	17
3.5	Sub-A/Es	17
3.6	Term of Agreement	17
3.7	Termination of Agreement.....	18
3.8	Partial Termination of Services	21
3.9	Intent of Agreement	21
3.10	Solicitation	22
3.11	Accounting Records of Architect/Engineer	22
3.12	Inspector General, and Independent Private Sector Inspector General	22
3.13	Audit Account for Inspector General and Independent Private Sector Inspector General Services	25
3.14	Ownership of Documents and Copyrights	25
3.15	Laws and Regulations	25
3.16	Corrections to Contract Documents.....	26
3.17	Warranty.....	27
3.18	Owner Representative	27
3.19	Airfield Operations Area Security	27
3.20	Entirety of Agreement.....	29
3.21	Non-Exclusivity	30
3.22	Baby Diaper Changing Accommodations.....	30
3.23	Continued Engagement of Critical Personnel	30
3.24	Architect/Engineer Responsibility	30
3.25	Architect/Engineer Performance Evaluation.....	31

ARTICLE 4	BASIC SERVICES	32
4.1	Start of Work.....	32
4.2	Basic Services Schedule and Summary	36
4.3	Phases 1A & 1B - Program Verification and Preparation of Schematic Design Documents	36
4.4	Phase 2 - Design Development	41
4.5	Phases 3A, 3B, & 3C - Contract Documents	43
4.6	Phase 3 D - Bid Documents	47
4.7	Phase 4 - Bidding and Award of Contract	48
4.8	Phase 5 - Work Related Services	49
4.9	Meetings and Reports	53
ARTICLE 5	ADDITIONAL AND CONSTRUCTION ADMINISTRATION SERVICES.....	55
5.1	Authorization	55
5.2	Additional Services	55
5.3	Work-Site Services	57
ARTICLE 6	REIMBURSABLE EXPENSES	58
ARTICLE 7	EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION.....	59
7.1	Equal Employment Opportunity	59
7.2	Nondiscriminatory Access to Premises.....	59
7.3	Breach of Nondiscrimination Covenants	59
7.4	Nondiscrimination.....	60
7.5	Disability Nondiscrimination Affidavit	60
7.6	Affirmative Action/Nondiscrimination of Employment, Promotion And Procurement Practices.....	61
7.7	Contract Measures.....	61
ARTICLE 8	COMPENSATION FOR SERVICES.....	62
8.1	Basic Services Fee	62
8.2	Payment for Basic Services.....	62
8.3	Payment for Additional, Work Related, and Work Site Services	64
8.4	Payment For Reimbursable Expenses.....	65
8.5	Invoices and Methods of Payment	65
8.6	Payment to Sub-Architect/Engineers	66
8.7	Consequence for Non-Performance	66
8.8	Payment for Abandoned, Terminated or Suspended Services	66

8.9	Maximum Payable For Additional Services.....	67
8.10	Accounts.....	67
8.11	Total Authorized Amount For This Agreement	67
ARTICLE 9	SPECIAL PROVISIONS	68
SIGNATURES.....		71
APPENDIX 1	PRINCIPALS OF THE ARCHITECT/ENGINEER.....	72
APPENDIX 2	CRITICAL EMPLOYEES.....	73
AFFIDAVITS		74

WITNESSETH

ARTICLE 1

DEFINITIONS

- 1.1 **ADDITIONAL SERVICES:** Those services, in addition to the Basic Services in this Agreement, which the Architect/Engineer shall perform at Owner's option and when authorized by Service Order(s) in accordance with the terms of this Agreement.
- 1.2 **AFFIRMATIVE ACTION:** Action to be taken by the Architect/Engineer pursuant to a written, results-oriented program, meeting the requirements of 41 C.F.R. Part 60, in which the Architect/Engineer details the steps to be taken to ensure equal employment opportunity, including, where appropriate, remedying discrimination against an affected class, or other actions, as necessary.
- 1.3 **AGREEMENT:** This written Refurbishment of Flamingo and Dolphin Garages PAP Project No. E04-MDAD-02 Project Specific Services Agreement between the Owner and the Architect/Engineer, including the appendices attached hereto and all Amendments and Service Orders issued by the Owner hereunder.
- 1.4 **ALLOWANCE ACCOUNT (S):** Account (s) in which stated dollar amount(s) which may be included in the Contract Documents for the purpose of funding portions of the Work which are unforeseeable at the time of execution of the Contract Documents, or for construction changes, for adjustments of quantities for unit price work items, or for special work deemed desirable by the Owner to be incorporated into the contract. Performance of work, if any, under Allowance Account(s) will be authorized by written Work Order(s) issued by the Architect/Engineer.
- 1.5 **AMENDMENT:** A written modification to this Agreement executed by the Architect/Engineer and the Owner covering changes, additions, or reductions in the terms of this Agreement.
- 1.6 **ARCHITECT/ENGINEER or (A/E):** The named entity on page 1 of this Agreement.
- 1.7 **ART IN PUBLIC PLACES:** A department of Miami-Dade County that is responsible for initiating and overseeing the incorporation of art into new County facilities.
- 1.8 **BASIC SERVICES:** Those services which the Architect/Engineer shall perform in accordance with the terms of the Agreement as directed and authorized by a Service Order(s). Any Services not specifically addressed as Additional Services are considered Basic Services.

- 1.9 BASIC SERVICES FEE: The compensation of the Architect/Engineer for the Basic Services performed under this Agreement.
- 1.10 CAPITAL PROJECT FACT SHEET: An estimate of the cost for the entire Project, including Construction Cost, Soft Costs, Allowance Account, audit accounts and Art in Public Places, etc., prepared by the Owner and used as a basis for the Owner's financial planning. The Capital Project Fact Sheet may be amended by the Owner at the Owner's sole discretion.
- 1.11 CHANGE ORDER: A written agreement executed by the Owner, the Contractor and the Contractor's Surety, covering modifications to the contract.
- 1.12 COMMUNITY BUSINESS ENTERPRISE (CBE-A/E): A firm providing architectural, landscape architectural, engineering, or surveying and mapping professional services, including a design build firm, which has an physical place of business in Miami-Dade County and whose three (3) year average annual gross revenues do not exceed two million dollars (\$2,000,000).
- 1.13 CONSTRUCTABILITY: The optimum use of construction knowledge and experience in planning, design, procurement, and field operations to achieve overall Project objectives.
- 1.14 CONSTRUCTION COST: Actual cost of the Work established in the Contract Documents and as they may be amended.
- 1.15 CONTRACT DOCUMENTS: The legal agreement between the Owner and the Contractor for performance of Work. The documents prepared by the Architect/Engineer in accordance with the requirements of a Service Order(s) issued hereunder that form the basis for which the Owner can receive bids for the Work included in the documents. The Contract Documents shall include, but not necessarily be limited to, the Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Surety Performance Bond, Surety Payment Bond, General Conditions, Special Provisions, Construction Specification Institute Division 1, Technical Specifications, and Plans together with all addenda, and subsequent Change Orders, and Work Orders.
- 1.16 CONTRACTOR: The firm, company, corporation or joint venture contracting with the Owner for performance of Work covered in the Contract Documents.
- 1.17 DEFECT (S): Any part of the Work that: (i) does not follow, comply, or comport with the Contract Documents; (ii) does not meet the requirements of a reference standard, test or inspection specified in the Contract Documents; (iii) does not properly function; (iv) is broken, damaged or of inferior quality; or (v) is incomplete. The adjective "defective" when it modifies the words "Work" or "work" shall have the same connotation as Defect.

- 1.18 DELIVERABLES REQUIREMENTS MANUAL: A manual provided by the Owner that prescribes the deliverables and their content to be provided by design professionals. This manual is made a part of this Agreement by reference.
- 1.19 DESIGN DELIVERABLES: Deliverables to be presented and Services to be performed by the Architect/Engineer at various phases of design. The design deliverables are to comply with the requirements of the Deliverables Requirements Manual and/or Service Order. The Design Schedule and Cost Management Plan ("DSCMP") earned value procedures is based upon the agreed weighted percentage values of the deliverables for each Basic Services Phase.
- 1.20 DESIGN DEVELOPMENT: That portion of the Services comprising Phase 2 of the Basic Services which the Architect/Engineer shall perform in accordance with the terms of this Agreement when directed and authorized by Service Order.
- 1.21 DESIGN GUIDELINES MANUAL: A manual provided by the Owner which comprises design standards and guidelines for use by the Architect/Engineer and other Design Professionals as provided by Service Order. It is made a part of this Agreement by reference.
- 1.22 DESIGN SCHEDULE AND COST MANAGEMENT PLAN: A progress schedule and earned value measurement plan for the Design Deliverables that will be developed by the Architect/Engineer and approved by the Project Manager.
- 1.23 DIRECT SALARIES: Monies paid at regular intervals to personnel other than principals of the Architect/Engineer directly engaged by the Architect/Engineer on the Project, as reported to the Director of United States Internal Revenue Service and billed to the Owner hereunder on a Multiple of Direct Salaries basis pursuant to a Service Order for Services under this Agreement. Personnel directly engaged on the Project by the Architect/Engineer may include architects, engineers, designers, and specifications writers engaged or assisting in research, design, production of drawings, specifications and related documents, Work Related Services and other services pertinent to the Project Elements.
- 1.24 DIRECTOR: The Director of the Miami-Dade Aviation Department or authorized designee or representative(s) designated in writing with respect to a specific matter(s) concerning the Services.
- 1.25 EQUAL EMPLOYMENT OPPORTUNITY: Opportunity provided by the Architect/Engineer pursuant to Executive Order 11246, as amended.
- 1.26 FIELD REPRESENTATIVE: An authorized representative of the Owner providing administrative and construction inspection services during the preconstruction, construction, and closeout phases of the contract.

- 1.27 **FIXED LUMP SUM:** A basis for compensation whereby the Architect/Engineer agrees to perform specifically described services for an agreed fixed dollar amount.
- 1.28 **LIFE CYCLE COSTING:** The process whereby all expenses associated with the operations, maintenance, repair, replacement and alteration costs of a facility or piece of equipment are identified and analyzed.
- 1.29 **MIAMI-DADE AVIATION DEPARTMENT:** A department of Miami- Dade County (the "County").
- 1.30 **MULTIPLE OF DIRECT SALARIES:** A basis for compensation whereby the Architect/Engineer is compensated for the time of personnel engaged directly in performing the Services under this Agreement.
- 1.31 **NOTICE TO PROCEED:** Written communication issued by the Owner to the Contractor directing the Work to proceed and establishing the date of commencement of the Work.
- 1.32 **OWNER:** Miami-Dade County acting through the Miami-Dade Aviation Department ("MDAD" or the "Department"). The term Owner as used in this Agreement shall exclude the: Department of Planning and Zoning ("P&Z"); Building Department; Department of Environmental Resources Management ("DERM"); Public Works; Fire Department; and Water and Sewer Department.
- 1.33 **PERIOD OF CONTRACT ADMINISTRATION:** Services beginning on the date established in the Notice to Proceed for commencement of the Work through the time allowed for completion of the Work contained in the Contract Documents.
- 1.34 **PHASE:** The portion of the Basic Services that may be accomplished by the Architect/Engineer for each of the Project's elements or a portion or combination thereof as described in **Article 4 "Basic Services"** herein:

Phase 1A	-	Program Verification
Phase 1B/2	-	Schematic Design & Design Development
Phase 3A/3B		75% Contract Documents
Phase 3C	-	100% Contract Documents
Phase 3D	-	Bid Documents
Phase 4	-	Bidding & Award of Contract
Phase 5	-	Work Related Services

- 1.35 **PLANS:** The drawings prepared by the Architect/Engineer which show the locations, characters, dimensions and details of the Work to be done and which are parts of the Contract Documents.
- 1.36 **PROBABLE CONSTRUCTION COST:** The latest approved written estimate of Construction Cost broken down by the 16 Division format developed by the Construction Specification Institute ("CSI") or unit price bid items, including construction allowance contingencies, submitted to the Owner, in a format provided by the Owner, in fulfillment of the requirement(s) of this Agreement.
- 1.37 **PROFESSIONAL CONSTRUCTION ESTIMATOR:** An individual construction estimator affiliated with a professional firm, company, joint venture, or corporation to provide and analyze cost estimates of the Project and individual Project Elements or parts thereof in order to determine the Probable Construction Cost at each Phase of the Basic Services requiring the submittal of a Probable Construction Cost.
- 1.38 **PROGRAM:** The initial description of a Project that comprises line drawings, narrative, cost estimates, Project Budget, etc., provided by the Owner in the form of a Project Definition Book and furnished to the Architect/Engineer.
- 1.39 **PROJECT:** Project Elements and components of the Project Elements and Services set forth in this Agreement.
- 1.40 **PROJECT BUDGET:** Estimated cost for the Project, prepared by the Owner as part of the Program, including the estimated Construction Cost and Soft Costs. The Project Budget may be revised or adjusted by the Owner, in its sole discretion, to accommodate approved modifications or changes to the Project or the scope of work.
- 1.41 **PROJECT ELEMENT:** A part of the Project for which Services are to be provided by the Architect/Engineer pursuant to this Agreement or by other architects/engineers employed by the Owner.
- 1.42 **PROJECT MANAGER:** An individual designated by the Director to represent the Owner during the design and construction of the Project.
- 1.43 **PROLONGED PERIOD OF CONTRACT ADMINISTRATION:** The period from the original completion date of the contract as awarded to the date of official acceptance by the Owner of the Report of Contract Completion furnished by the Architect/Engineer.
- 1.44 **PUNCH LIST:** A running list of defects in the Work as determined by the architect/engineer performing Work Related Services, with input from the Field Representative and the Project Manager. The initial edition of the Punch List is modified in succeeding editions to reflect corrected and completed work as well as newly observed defects, until the time of final acceptance.

- 1.45 **RECORD DRAWINGS or AS-BUILT DRAWINGS:** Reproducible drawings showing the final completed Work as built, including any changes to the Work performed by the Contractor pursuant to the Contract Documents which the Architect/Engineer considers significant, based on marked-up as-built prints, drawings and other data furnished by the Contractor.
- 1.46 **REIMBURSABLE EXPENSES:** Those expenses delineated in the article "Reimbursable Expenses" of this Agreement which are separately approved by the Owner that are incurred by the Architect/Engineer in the fulfillment of this Agreement and which are to be compensated to the Architect/Engineer in addition to the Basic Services Fee.
- 1.47 **REVIEW SET:** A partial or complete set of Contract Documents, provided by the Architect/Engineer in accordance with the Deliverables Requirements Manual and/or Service Order, at the specified percentage of completion of a Phase of the Basic Services as provided for in this Agreement, on which the Owner may provide written review comments and acceptance of Services. Any review will be general in nature and shall neither constitute a detailed checking of the Architect/Engineer's work nor relieve the Architect/Engineer of the responsibility for the completeness and accuracy of its Services.
- 1.48 **SCHEMATIC DESIGN:** That portion of the Services comprising Phase 1B of the Basic Services which the Architect/Engineer shall perform in accordance with the terms of this Agreement.
- 1.49 **SERVICE ORDER:** A written order (consecutively numbered for reference and control purposes) initiated by the Project Manager in accordance with this Agreement, and countersigned by the Director and by the Architect/Engineer, directing the Architect/Engineer to perform or modify the performance of any portion of the Services and containing the scope, time of completion, total compensation for the services authorized, or to stop the performance of such Services. The Service Order shall also include consequences for failure of the A/E to meet the DSCMP.
- 1.50 **SERVICES:** All services, work and actions by the Architect/Engineer performed pursuant to or undertaken under this Agreement.
- 1.51 **SOFT COSTS:** Costs related to a Project other than Construction Cost including Architect/Engineer Basic Services, Additional Services, Work-Site Services, survey, testing, general architect/engineering services, finance, and permitting fees.
- 1.52 **SUB-A/E:** An independent firm, company, joint venture, corporation or individual under contract with and compensated by the Architect/Engineer to perform a portion of the Services required hereunder.
- 1.53 **SUBSTANTIAL COMPLETION:** The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Project for its intended use and shall

occur when the Architect/Engineer issues a certificate of substantial completion ("Certificate of Substantial Completion"). At this stage, all Punch List work should be able to be completed by the Contractor in less than sixty (60) calendar days. The Certificate of Substantial Completion shall not be issued prior to the Contractor obtaining a Final Certificate of Occupancy or a Temporary Certificate of Occupancy from the Building Department, and a Final Certificate of Use or a Temporary Certificate of Use from P&Z.

- 1.54 USER: Entities such as, but not limited to, concessionaires, service managers, airlines, public utilities, and governmental agencies excluding agencies of the Owner that have entered into agreements with the Owner for use of portions of the Miami International Airport and/or the general aviation airports under the control of the Department.
- 1.55 USER REVIEW: A review of all design projects by a group which represents the operational aspects of the MIA including MDAD operations and maintenance staff, concessionaires, tenants, service managers, airlines, public utilities, governmental agencies, and other Airport users, to ensure that program and operational needs are being met.
- 1.56 VALUE ANALYSIS: The systematic application of recognized techniques for optimizing both cost and performance in a new or existing facility or to eliminating items that add cost without contributing to required functions.
- 1.57 WORK: All labor, materials, tools, equipment, services, methods, procedures, etc., necessary or convenient to performance by the Contractor of all duties and obligations imposed by the Contract Documents, and representing the basis upon which the total consideration is paid or payable to the Contractor for the performance of such duties and obligations.
- 1.58 WORK ORDER: A written order, authorized by the Owner, directing the Contractor to perform work under a specific Allowance Account or which directs the Contractor to perform a change in the work that does not have a monetary impact.
- 1.59 WORK RELATED SERVICES: Those portions of the Services comprising Phase 5 of the Basic Services that the Architect/Engineer shall perform in accordance with the terms of this Agreement when directed and authorized by a Service Order.
- 1.60 WORK SEQUENCING SCHEDULE AND STAGING PLAN: Plans prepared by the Architect/Engineer showing the stage-by-stage sequence of construction, the impact on adjacent or related facilities and on MIA operations, as well as other features, as necessary, related to the overall schedule of construction. The A/E will be responsible for the preparation and inclusion of plans for the Contractor/Field Representative's construction trailer. The plans will show as a minimum the location of the trailer(s), parking, access, and temporary utility connections for the trailer required during the performance of the Work by the Contractor.

- 1.61 **WORK-SITE SERVICES:** Those portions of the Services, which the Architect/Engineer may perform at MDAD's option, beyond the requirements of Work Related Services, involving the providing of on-site resident services, that the Field Representative shall perform in accordance with the terms of this Agreement if directed and authorized by Service Order(s).

ARTICLE 2

INFORMATION TO BE FURNISHED BY THE OWNER

- 2.1 **INFORMATION TO BE FURNISHED BY THE OWNER:** The owner will furnish the Architect/Engineer the information listed in **Article 9 “Special Provisions”** not later than two (2) weeks from the issuance of the Services Order for Phase 1A.
- 2.2 **OBLIGATION OF THE ARCHITECT/ENGINEER:** The Architect/Engineer understands that it is obligated to verify to the extent it deems necessary all information furnished by the Owner and that it is solely responsible for the accuracy and applicability of all such information used by said Architect/Engineer. Such verification shall include visual examination of existing conditions in all locations encompassed by the Project where such examination can be made without using destructive measures, e.g., excavation or demolition. Survey information shall be spot checked to the extent the Architect/Engineer has satisfied itself as to the reliability of the information.

ARTICLE 3

GENERAL PROVISIONS

3.1 INDEMNIFICATION AND HOLD HARMLESS

3.1.1 In consideration of the entry of this Agreement, and to the extent permitted by Chapter 725, Florida Statutes, the Architect/Engineer agrees to indemnify, protect, defend, and hold harmless the County, their elected officials, officers, and employees from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees at both the trial and appellate levels to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Architect/Engineer and other persons employed or utilized by the Architect/Engineer in the performance of the Work.

3.1.2 The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Architect/Engineer and/or any subcontractor or Sub-A/Es, including but not limited to, under worker's compensation acts, disability benefit acts, or other employee benefit acts.

3.1.3 In the event that any claims are brought or actions are filed against the County with respect to the indemnity contained herein, the Architect/Engineer agrees to defend against any such claims or actions. The Architect/Engineer agrees that the County may select the attorneys to appear and defend such claims or actions on behalf of the County. The Architect/Engineer further agrees to pay at the Architect/Engineer's expense the attorneys' fees and costs incurred by those attorneys selected by the County to appear and defend such claims or actions on behalf of the County. The County shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the County.

3.1.4 To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes.

3.1.5 This Section shall survive expiration or termination of this Agreement.

3.2 INSURANCE: The Architect/Engineer shall not be issued any Service Order under this Agreement until the insurance required hereunder has been obtained and such insurance has been approved by the Owner. The Architect/Engineer shall maintain the required insurance coverage for the full term of this Agreement or for such longer period(s) as may be specifically required herein. All insurance policies shall be issued by companies

authorized to do business under the laws of the State of Florida and rated no less than "B" as to management and no less than Class "V" as to strength, in accordance with the A.M. Best Company Insurance Guide, or its equivalent as approved by Miami-Dade Aviation Department Risk Management Unit.

- 3.2.1 Certificate of Insurance: The Architect/Engineer shall furnish certificates of insurance and insurance policies to the Owner prior to commencing any operations. Certificates and policies shall clearly indicate that the Architect/Engineer has obtained insurance, in the type, amount and classifications, as required for strict compliance with this article. The certificates and policies must provide that, in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty (30) days advance notice shall be given to the Miami-Dade Aviation Department Risk Management Unit.
- 3.2.2 Automobile Liability Insurance: The Architect/Engineer shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Services, in amounts not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Only company owned vehicles or company leased vehicles leased from a leasing company will be permitted on the airfield. No such vehicles shall be permitted airfield access following the date of submittal by the Architect/Engineer of the Report of Contract Completion.
- 3.2.3 The Architect/Engineer shall maintain at its sole cost Professional Liability Insurance (Errors and Omissions) in an amount not less than \$500,000 per claim with the deductible per claim, of any, not to exceed ten percent (10%) of the limit of the liability providing for all sums which the Architect/Engineer shall be legally obligated to pay as damages for claims arising out of the Services performed by the Architect/Engineer or any person or firm employed by him in connection with this Agreement. This insurance shall be maintained for one (1) year after completion and acceptance by the Owner of the Services performed pursuant to this Agreement.
- 3.2.4 Worker's Compensation: The Architect/Engineer shall maintain Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440.
- 3.2.5 Comprehensive General Liability Insurance: The Architect/Engineer shall maintain Comprehensive General Liability Insurance in an amount not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability. Coverage must be endorsed to provide contractual liability. Miami-Dade County shall be named as an additional insured.
- 3.2.6 Right to Examine: The Owner reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to binders, amendments, exclusions, riders and applications) to determine

the true extent of coverage. The Architect/Engineer agrees to permit such inspection at the offices of the Owner.

3.2.7 Compliance: Compliance with the requirement of this article shall not relieve the Architect/Engineer of its liability under any other portion of this Agreement or any other agreement between the Owner and the Architect/Engineer.

3.3 ASSIGNMENT: The Architect/Engineer shall not assign, transfer or convey this Agreement to any other person, firm, association or corporation, in whole or in part. However, the Architect/Engineer will be permitted to cause portions of the services to be performed by Sub-A/Es, as authorized elsewhere herein.

3.4 PROVISION OF ITEMS NECESSARY TO COMPLETE SERVICES: In the performance of the Services prescribed herein, it shall be the responsibility of the Architect/Engineer to provide all salaries, wages, materials, equipment, sub-A/Es and other purchased services, etc., necessary to complete said Services.

3.5 SUB-A/ES: All services provided by the Sub-A/Es shall be consistent with those commitments made by the Architect/Engineer during the selection process and interview. Such services shall be pursuant to appropriate agreements between the Architect/Engineer and the Sub-A/Es, which shall contain provisions that preserve and protect the rights of the Owner under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between the Owner and the Sub-A/Es.

The Architect/Engineer shall not change any Sub-A/E without prior approval by the Director in response to a written request from the Architect/Engineer stating the reasons for any proposed substitution. Any approval of a Sub-A/E by the Owner shall not in any way shift the responsibility for the quality and acceptability by the Owner of the services performed by the Sub-A/E from the Architect/Engineer to the Owner. The Architect/Engineer shall cause the names of Sub-A/Es responsible for significant portions of the Services to be inserted on the Plans and Specifications, subject to the approval of the Owner.

The Architect/Engineer may employ Sub-A/Es to assist the Architect/Engineer in performing specialized Services. Payment of such Sub-A/Es employed at the option of the Architect/Engineer shall be the responsibility of the Architect/Engineer and shall not be cause for any increase in compensation to the Architect/Engineer for the performance of the Basic Services. The quality of services and acceptability to the Owner of the services performed by such Sub-A/Es shall be the sole responsibility of the Architect/Engineer.

3.6 TERM OF AGREEMENT: This term of this Agreement shall be for three (3) years and shall commence upon execution of the Agreement by the parties. Unless waived by the Department, the terms and conditions of this Agreement and concomitant liabilities and obligations of the Architect/Engineer shall (i) survive the termination of this Agreement,

and (ii) remain in effect until all Services are completed or until those Services Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later.

Nothing in this article shall prevent the Owner from exercising its rights to terminate the Agreement as provided elsewhere herein.

3.6.1 Time for Performance: The A/E agrees to provide, as part of Basic Services, a detailed schedule acceptable to the Owner showing the time allocated for each Phase of the Services for each of the Project Elements. The schedule shall be provided in Excel, Microsoft Project, or Primavera formats.

3.7 TERMINATION OF AGREEMENT: This Agreement may be terminated upon prior written notice by either party as described herein. The Owner may terminate this Agreement or any Service Order for cause or for convenience. The Architect/Engineer may terminate this Agreement for cause in the event that the Owner materially breaches any provisions of the Agreement. The Architect/Engineer shall have no right to terminate this Agreement for convenience.

3.7.1 Architect/Engineer Event of Default:

- a. A default shall mean a breach of this Agreement by the Architect/Engineer (an "Event of Default"). In addition to those instances referred to herein as a breach, an Event of Default, shall include one (1) or more of the following:
 - i. the Architect/Engineer has violated the terms and conditions of this Agreement;
 - ii. the Architect/Engineer has failed to make prompt payment to Sub-A/Es, subcontractors, or suppliers for any Services;
 - iii. the Architect/Engineer has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Architect/Engineer's creditors, or the Architect/Engineer has taken advantage of any insolvency statute or debtor/creditor law, or the Architect/Engineer's affairs have been put in the hands of a receiver;
 - iv. the Architect/Engineer has failed to obtain the approval of the County where required by this Agreement;
 - v. the Architect/Engineer has failed to provide adequate assurances as required under subsection b below; or
 - vi. the Architect/Engineer has failed in a representation or warranty stated herein.
- b. When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Architect/Engineer's ability to perform the Services or any portion

thereof, the County may request that the Architect/Engineer, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Architect/Engineer's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Architect/Engineer for portions of the Services that the Architect/Engineer has not performed. In the event that the Architect/Engineer fails to provide to the County the requested assurances within the prescribed time frame, the County may:

- i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c. In the event the County terminates this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, computer files and databases, documentation, reports, data, or Plans.

3.7.2 Notice of Default and Opportunity to Cure: If an Event of Default occurs, the County shall notify the Architect/Engineer (the "Default Notice"), specifying the basis for such default, and advising the Architect/Engineer that such default must be cured immediately or this Agreement with the County may be terminated. The Architect/Engineer can cure and rectify the default, to the County's reasonable satisfaction, within thirty (30) days of actual notice of the Default Notice (the "Cure Period"). The County may extend the Cure Period and grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as, the Architect/Engineer has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Architect/Engineer shall discontinue the services on or before the termination date.

3.7.3 Owner's Termination for Cause: The Owner may terminate this Agreement or any Service Order upon seven (7) days written notice for cause.

3.7.4 In the event the Owner terminates this Agreement for cause, the Owner will take over any and all documents resulting from Services rendered up to the termination and may complete them, by contracting with other architect(s), engineer(s) or otherwise, and in such event, the Architect/Engineer shall be liable to the Owner for any additional cost incurred by the Owner due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of such incomplete Services and the cost of completion of such Services which would have resulted from payments to the Architect/Engineer hereunder had the

Agreement not been terminated. Upon receipt of a written notice of termination (the "Termination Notice"), the Architect/Engineer shall, when directed by the Owner, promptly assemble and submit as provided herein or as required in any Service Order issued hereunder, all documents including drawings, calculations, specifications, reports, correspondence, and all other relevant materials affected by such termination. No payments shall be made: 1) for Services not satisfactorily performed; and 2) for the cost of assembly and submittal of documents for Services performed.

- 3.7.5 Owner's Termination for Convenience: The Owner, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement or any Service Order upon thirty (30) days written notice at its sole option at any time for convenience.
- 3.7.6 Architect/Engineer's Termination for Cause: The Architect/Engineer may terminate this Agreement upon thirty (30) days written notice for cause in the event that the Owner materially breaches any provision of this Agreement, and fails to cure that breach within thirty (30) days after written notice from the Architect/Engineer which describes the breach. In the event the Architect/Engineer exercises its right to terminate this Agreement for cause, payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with the **Article 8 "Compensation for Services"**.
- 3.7.7 Implementation of Termination: In the event of termination either for cause or for convenience, the Architect/Engineer, upon receipt of the Termination Notice shall:
1. Stop the performance of Services under this Agreement on the date and to the extent specified in the Termination Notice;
 2. place no further orders or subcontracts except as directed by the Department and as authorized by Service Order(s);
 3. terminate all orders and subcontracts;
 4. transfer title to the Owner (to the extent that title had not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Owner, all property purchased under this Agreement and reimbursed as a direct item of cost; and
 5. promptly assemble and submit as provided herein all documents for the Services performed, including Plans, calculations, specifications, reports, and correspondence, and all other relevant materials.

3.7.8 Compensation For Terminated Work: Compensation for terminated work will be made based on the applicable provisions of the **Article 8 "Compensation for Services"**.

3.8 PARTIAL TERMINATION OF SERVICES: The Department may terminate any and all Services and authorized Service Orders under this Agreement upon prior written notice (the "Partial Termination Notice"). Upon receipt of the Partial Termination Notice, the Architect/Engineer shall:

1. Stop the performance of any Services, on the date and to the extent specified in the Partial Termination Notice;
2. place no further orders or subcontracts except as directed by the Department for completion of any portion(s) of the Services not terminated, and as authorized by Service Order(s);
3. terminate all orders and subcontracts to the extent that they relate to the performance of the Services terminated by the Partial Termination Notice;
4. transfer title to the Owner (to the extent that title had not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Owner, all property purchased under this Agreement and reimbursed as a direct item of cost and not required for completion of the Services not terminated;
5. promptly assemble and submit as provided herein all documents for the Services performed, including Plans, calculations, specifications, reports, and correspondence, and all other relevant materials; and
6. complete or continue performance of any Services not terminated by the Partial Termination Notice.

3.8.1 Compensation For Terminated Work: Compensation for terminated work will be made based on the applicable provisions of the **Article 8 "Compensation for Services"**.

3.9 INTENT OF AGREEMENT:

3.9.1 The intent of the Agreement is for the Architect/Engineer to provide design services, and to include all necessary items for the proper completion of such services, for a fully functional facility which, when constructed in accordance with the design, will be able to be used by the Owner for its intended purpose. The Architect/Engineer shall perform, as Basic Services, such incidental work, which may not be specifically referenced, as necessary to complete the Project.

- 3.9.2 This Agreement is for the benefit of the parties only and it does not grant rights to a third party beneficiary, to any person, nor does it authorize anyone not a party to the Agreement to maintain a suit for personal injuries, professional liability or property damage pursuant to the terms or provisions of the Agreement.
- 3.9.3 No acceptance, order, payment, or certificate of or by the Owner, or its employees or agents shall either stop the Owner from asserting any rights or operate as a waiver of any provisions hereof or of any power or right herein reserved to the Owner or of any rights to damages herein provided.
- 3.10 SOLICITATION: The Architect/Engineer warrants that: 1) it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect/Engineer, to solicit or secure this Agreement; and 2) that it has not paid, nor agreed to pay any person, company, corporation, joint venture, individual, or firm, other than a bona fide employee working solely for the Architect/Engineer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability to the Architect/Engineer for any reason whatsoever.
- 3.11 ACCOUNTING RECORDS OF ARCHITECT/ENGINEER: The Owner reserves the right to audit the accounts and records of the Architect/Engineer including, but not limited to, payroll records and Federal Tax return, supporting all payments for Services hereunder on the basis of Multiple of Direct Salaries and Reimbursement of Actual Expenses incurred. Such audit may take place at any mutually convenient time during the performance of this Agreement and for three (3) years after final payment under this Agreement. The Architect/ Engineer shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with each Project and/or task authorized for performance by Service Order(s). In accordance with Florida Statutes § 287.055, the Architect/Engineer hereby certifies and warrants that wage rates and other factual unit costs as submitted supporting the compensation provided here are accurate, complete and current as of the date of the submittal. It is further agreed that said compensation provided for in this agreement shall be adjusted to exclude any significant costs where the Owner determines that the payment for Services was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs. All such adjustments in compensation paid or payable to Architect/Engineer under this Agreement shall be made within three (3) years from the date of final billing or acceptance of the Services by the Owner, whichever is later.
- 3.12 INSPECTOR GENERAL, AND INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL:
- 3.12.1 The attention of the successful respondent (Contractor or Consultant) to this Solicitation, herein

referred to as the Contractor, is hereby directed to the requirements of MDC Code Section 2-1076; in that the Office of the **MIAMI-DADE COUNTY INSPECTOR GENERAL (IG)** shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Contractor from IG, the Contractor shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. **To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this contract will be assessed one quarter of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. The Contractor shall in stating its agreed prices be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form.**

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (**IPSIG**) who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud.

The IG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant of MDC Code Section 2-8.1.

The provisions in this section shall apply to the Contractor, its officers, agents and employees. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this contract.

- 3.12.2 Consultant agrees is included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Consultant. The audit cost shall also be included in all change orders to this Contract and all contract renewal and extensions. Accordingly, the audit cost will be deducted from progress payments to the Consultant pursuant to all change orders, contract renewals, and extensions.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing Projects and programs. Monitoring of an existing Project or program may include a report concerning whether the Project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract.

Upon 10 days prior written notice to Consultant from the Inspector General the Consultant shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the Consultants possession, custody or control which, in the Inspector General's Sole judgment, pertain to performance of the contract, including, but no limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and with successful and unsuccessful subcontractors and suppliers, all Project-related correspondence, memoranda, instruction, financial documents construction documents, proposal and contract documents, back charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in the section shall apply to the Consultant, its officers, agents, employees, subcontractors, and suppliers. The Consultant shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Consultant in connection with performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Consultant or third parties.

3.13 AUDIT ACCOUNT FOR INSPECTOR GENERAL AND INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL SERVICES: Pursuant to Section 2-1076 of the Code and Miami-Dade County Administrative Order No. 3-20, audit accounts will be established within this Agreement to pay for IG and IPSIG services.

3.14 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

3.14.1 All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, shall become the property of the Owner; however, the Owner may grant to the Architect/Engineer an exclusive license of the copyright to the Architect/Engineer for reusing and reproducing copyrighted materials or portions thereof as authorized by the Owner in advance and in writing. In addition, the Architect/Engineer shall not disclose, release, or make available any document to any third party without prior written approval from Owner.

3.14.2 The Architect/Engineer is permitted to reproduce copyrighted material described above subject to written approval from the Owner.

3.14.3 At the Owner's option, the Architect/Engineer may be authorized by Service Order to adapt copyrighted material for additional or other work for the Owner; however, payment to the Architect/Engineer for such adaptations will be limited to an amount not greater than 50% of the original fee earned to adapt the original copyrighted material to a new site.

3.14.4 The Owner shall have the right to modify the Project or any components thereof without permission from the Architect/Engineer or without any additional compensation to the Architect/Engineer. The Architect/Engineer shall be released from any liability resulting from such modification.

3.15 LAWS AND REGULATIONS:

3.15.1 The Architect/Engineer shall, during the term of this Agreement, be governed by federal, state and Miami-Dade County laws, statutes, ordinances, regulations, and resolutions, which may have a bearing on the Services involved in this Project.

3.15.2 The Agreement shall be governed by the laws of the State of Florida and may be enforced in a court of competent jurisdiction in Miami-Dade County, Florida.

3.15.3 The plans prepared by the A/E and its Sub-A/Es under this Agreement shall follow security requirements of the Transportation Security Administration

("TSA"), 49 C.F.R. Parts 1500 *et seq.*, Civil Aviation Security Rules and other MDAD Security Procedures and shall bear the following warning:

Warning Notice: This document contains sensitive security information that is controlled under the provisions of 49 C.F.R. PART 1520. No part of this document may be released without the written permission of the Under Secretary of Transportation for Security, Transportation Security Administration, 400 7th Street, S.W., Washington, DC 20590 or the Federal Security Director at Miami International Airport. Unauthorized release may result in civil penalty or other action. For United States government agencies, public availability to be determined under 5 U. S. C. § 552.

- 3.15.4 In accordance with Florida Statutes 119.07(3)(ee), "Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, ... or other structure owned and operated by an agency as defined in s. 119.011 are exempt ..." from public records to ensure the safety of government infrastructures and to ensure public safety. Information made exempt by this paragraph, with prior approval from the Department, may be disclosed: (i) to another entity to perform its duties and responsibilities; (ii) to a licensed architect, engineer, or contractor who is performing work on or related to the Project; or (iii) upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.
- 3.15.5 In addition to the above requirements in this article, the Architect/Engineer agrees to abide by all federal, state, and County procedures, by which the documents are handled, copied, and distributed which may include but is not limited to:
- 3.15.5.1 Each employee of the A/E and Sub-A/E(s) that will be involved in the Project, shall sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by the Owner as required in subarticle 3.15.4.
- 3.15.5.2 The Architect/Engineer and its Sub-A/E(s) agree in writing that the project documents are to be kept and maintained in a secure location.
- 3.15.5.3 Each set of the project documents are to be numbered and the whereabouts of the documents shall be tracked at all times.
- 3.15.5.4 A log is developed to track each set of documents logging in the date, time, and name of the individual(s) that work on or view the documents.
- 3.16 CORRECTIONS TO CONTRACT DOCUMENTS: The Architect/Engineer shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities which may exist in the Contract Documents

prepared by the Architect/Engineer including the documents prepared by its Sub-A/Es. Compliance with this article shall not be construed to relieve the Architect/Engineer from any liability resulting from any such errors, omissions, and/or ambiguities in the Contract Documents and other documents or Services related thereto.

- 3.17 **WARRANTY:** The Architect/Engineer warrants that the Services furnished to the Owner under this Agreement shall conform to the quality expected of and usually provided by the profession in the State of Florida applicable to the design and construction of public and commercial facilities.
- 3.18 **OWNER REPRESENTATIVE:** The Owner will assign a Project Manager to the Project to coordinate all Owner responsibilities under this Agreement. All instructions from the Owner to the Architect/Engineer, shall be issued by or through the Project Manager. The Architect/Engineer shall promptly inform the Project Manager in writing of any instructions received from others and of any other circumstances which arise that might affect the performance of the Services or of the Work.
- 3.19 **AIRFIELD OPERATIONS AREA SECURITY:**
- 3.19.1 The Architect/Engineer acknowledges and accepts full responsibility for compliance with all applicable federal, state, and local laws, rules and regulations including those of the TSA, Homeland Security, Federal Aviation Administration ("FAA") and MDAD as set forth relating to Architect/Engineer's activities at MIA.
- 3.19.2 In order to maintain high levels of security at MIA, the Architect/Engineer must obtain MDAD authorized identification badges for all the Architect/Engineer employees working in the Security Identification Display Area ("SIDA") or any other secured area of MIA. All Architect/Engineer employees will be required to obtain photo identification badges and will be subject to fingerprint-based criminal history record checks.
- 3.19.3 The Architect/Engineer shall be responsible for requesting MDAD to issue identification badges to all employees who the Architect/Engineer requests be authorized access to the SIDA and shall be further responsible for the immediate reporting of all lost or stolen identification badges and the immediate return of the identification badges of all personnel transferred from Airport assignment or terminated from the employ of the Architect/Engineer or upon final acceptance of the work or termination of this Agreement. The Architect/Engineer will be responsible for fees associated with lost and unaccounted for badges as well as the fee(s) for fingerprinting and identification issuance.
- 3.19.4 All employees of the Architect/Engineer, or Sub-A/Es who must work within MDAD secured areas at Miami International Airport shall be supplied with MDAD identification badges as specified above, which must be worn at all times

while within the secured area. Badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular contractor. Employers shall maintain a permanent record showing to whom each badge is issued. The Security and Safety Division of MDAD shall provide the identification badges to the Architect/Engineer. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, Homeland Security, FAA and MDAD requirements as specified by the MDAD at the time of application for the identification badge before an identification badge is issued. At the present time, MDAD Security and Safety ID Section regularly provides SIDA Training.

- 3.19.5 Architect/Engineer Ramp Permits will be issued to the Architect/Engineer authorizing vehicle entrance to the Airfield Operations Area ("AOA") through specified Miami-Dade Aviation Department guard gates for the term of any Project. These permits will be issued only for those vehicles (including vehicles belonging to a Sub-A/E) that must have access to the site during the performance of the work. These permits will be only issued to company owned vehicles or to company leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must have conspicuous company identification signs (minimum of three inch lettering) displayed on both sides of the vehicle.

All vehicles operating within the AOA must be provided with the Automobile Liability Insurance required elsewhere in this Agreement. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request.

- 3.19.6 Only Architect/Engineer staff with pictured identification shall be allowed to operate a motor vehicle on the AOA without MDAD escort. The Architect/Engineer shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.

- 3.19.7 The Architect/Engineer agrees that its personnel, vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Architect/Engineer from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage, or other unlawful activities, including repeated failure to comply with MDAD, TSA, Homeland Security, FAA, or SIDA's access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to

a review hearing before the Director or his/her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

The Architect/Engineer acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, Homeland Security, FAA and MDAD access control policies and procedures.

- 3.19.8 The Architect/Engineer understands and agrees that vehicle and equipment shall not be parked/stored on the AOA in areas not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices, or pavement markings.
- 3.19.9 The Architect/Engineer understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services ("FIS") agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the FIS agencies shall not be employed by the Architect/Engineer in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the FIS agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the Architect/Engineer.
- 3.19.10 Notwithstanding the specific provisions of this article, the Owner shall have the right to add to, amend, or delete any portion hereof in order to meet reasonable security requirements of MDAD or of the TSA/Homeland Security/FAA.
- 3.19.11 The Architect/Engineer shall ensure that all employees so required participate in such safety, security, and other training and instructional programs, as MDAD or appropriate federal agencies may require.
- 3.19.12 Architect/Engineer agrees that it will include in all contracts and subcontracts with its MIA Sub-A/Es, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. The Architect/Engineer agrees that in addition to all remedies, penalties, and sanctions that may be imposed by TSA, Homeland Security, FAA or MDAD upon Architect/Engineer's Sub-A/Es, suppliers, and their individual employees for a violation of applicable security provisions. The Architect/Engineer shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising therefrom, such costs to include reasonable attorneys' fees.
- 3.20 ENTIRETY OF AGREEMENT: This Agreement represents the entire and integrated Agreement between the Owner and the Architect/Engineer and supersedes all prior

negotiations, representations or agreements between the parties hereto, either written or oral, pertaining to the Project(s). This Agreement shall not be amended except by written Amendment.

- 3.21 **NON-EXCLUSIVITY:** Notwithstanding any provision of this non-exclusive Agreement, the County is not precluded from retaining or utilizing any other architect, engineer, design professional or other architect/engineer to perform any incidental Basic Services, Additional Services or other professional services within the contract limits defined in the Agreement. The Architect/Engineer shall have no claim against the County as a result of the County electing to retain or utilize such other architect, engineer, design professional or other architect/engineer to perform any such incidental Services.
- 3.22 **BABY DIAPER CHANGING ACCOMMODATIONS:** Architect/Engineer agrees to incorporate as part of any design for this project baby diaper-changing accommodations accessible to both women and men, in accordance with Miami-Dade County Resolution No. R-1337-98.
- 3.23 **CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL:** In accordance with Miami-Dade County Resolution No. 744-00, the A/E shall identify in Appendix 2, attached hereto, the specific technical or professional personnel to perform the necessary services under this Agreement. Such personnel shall not be replaced except when Miami-Dade County determines, in its discretion, that the proposed replacement personnel has equal or greater qualifications or capabilities to perform the necessary services.
- 3.24 **ARCHITECT/ENGINEER RESPONSIBILITY:**
- 3.24.1 The Architect/Engineer is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement (including the work performed by Sub-A/Es), within the specified time period and specified cost. The Architect/Engineer shall perform the work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient consulting Architect/Engineer with respect to the disciplines required for the performance of the work in the State of Florida. The Architect/Engineer is responsible for, and represents that the work conforms to MDAD's requirements as set forth in the Agreement. The Architect/Engineer shall be and remain liable to the Owner for all damages to the Owner caused by the Architect/Engineer's negligent acts or errors or omissions in the performance of the work. In addition to all other rights and remedies, which the Owner may have, the Architect/Engineer shall, at its expense, re-perform the services to correct any deficiencies, which result from the Architect/Engineer's failure to perform in accordance with the above standards. The Architect/Engineer shall also be liable for the replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from such deficient Architect/Engineer services for a period from the commencement of this Agreement until twelve (12) months following final acceptance of the Work and

for the period of design liability required by applicable law. The Owner shall notify the Architect/Engineer in writing of any deficiencies and shall approve the method and timing of the corrections. Neither MDAD's inspection, review, approval or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the Architect/Engineer or any Sub-A/E of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the Owner's rights under the Agreement or of any cause of action arising out of the performance of the Agreement. The A/E and its Sub-A/Es shall be and remain liable to the Owner in accordance with applicable law for all damages to Owner caused by any failure of the Architect/Engineer or its Sub-A/Es to comply with the terms and conditions of the Agreement or by the Architect/Engineer or Sub-A/Es' misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Agreement. With respect to the performance of work by Sub-A/Es, the A/E shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of Sub-A/E's work.

3.24.2 The Architect/Engineer shall be responsible for deficient, defective services and any resulting deficient, defective construction services re-performed within twelve (12) months following final acceptance and shall be subject to further re-performance, repair and replacement for twelve (12) months from the date of initial re-performance, not to exceed twenty-four months (24) from final acceptance.

3.24.3 The Architect/Engineer shall establish, provide, and maintain an effective written Quality Control Program that details the methods and procedures that will be taken to assure that all services required by this Agreement conform to the required professional quality, technical accuracy, completeness, performance, and coordination of all work under the Agreement (including the work performed by Sub-A/Es). This program shall conform to MDAD's Quality Assurance Manual.

The Architect/Engineer shall be prepared to discuss and present, within five (5) working days after the Owner issues the first Service Order under this Agreement its written Quality Control Program. The Architect/Engineer shall make all adjustments to the Quality Control Program deemed necessary by the Owner.

3.25 ARCHITECT/ENGINEER PERFORMANCE EVALUATION: In accordance with Miami-Dade County Administrative Order No. 3-39 entitled "Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders, and Reporting", the Architect/Engineer is advised that a performance evaluation of the services rendered throughout this Agreement will be completed by the Owner and kept in Miami-Dade County files for evaluation of future solicitations.

ARTICLE 4

BASIC SERVICES

- 4.1 **START OF WORK:** No Services under this Agreement shall be performed by the Architect/Engineer prior to the receipt of an appropriate Service Order. Each Service Order shall specify whether the Services detailed therein are part of Basic Services or Additional Services.
- 4.2 **BASIC SERVICES SCHEDULE AND SUMMARY:** The Architect/Engineer agrees to furnish or cause to be furnished to the extent authorized by Service Order all architectural and engineering professional services, as further specified below, designated as Basic Services, in the Phases delineated and described herein unless modified by the Service Order, for the design, construction Work Related Services, and satisfactory completion of the Project described in a Project component or as may otherwise be described in **Article 9 "Special Provisions"** of this Agreement. The Architect/Engineer shall be responsible for correction of any errors, omissions and/or ambiguities, as determined by the Owner/Project Manager, resulting from the Services.

Upon receipt by the Architect/Engineer of a Project component's Service Order to proceed with Phase I services, the Architect/Engineer shall prepare and submit to MDAD, for its review and approval, a DSCMP for the first three (3) phases of the Project. The DSCMP shall be provided in Excel, Microsoft Project, or Primavera formats and shall include, among other things, proposed durations, from authorization to proceed, for each phase that are consistent with the following durations:

Phase 1A	Program Verification,	_____ days
Phase 1B/2	Preparation of Schematic Design Documents	_____ days
	Design Development	
Phase 3A/3B	75% Complete Contract Documents	_____ days
Phase 3C	100% Complete Contract Documents	_____ days
Phase 3D	Bid Documents	_____ days

The Architect/Engineer is firmly obligated to complete the services in accordance with the approved Project component DSCMP, and shall furnish sufficient personnel, equipment, and facilities and shall work such hours as necessary to assure such completion.

- 4.2.1 The Architect/Engineer shall furnish or cause to be furnished all professional design services prescribed in **Article 9 "Special Provisions"** of this Agreement and all other services normally required for an airport project of this type. Services shall also include:

- a. the design of interface facilities for Art –in Public Places and the coordination of such design with the appropriate agencies;
 - b. the design of facilities that have common boundaries, surfaces, spaces, or that otherwise interface with other facilities or operations being designed, constructed or operated by others not a part of this Agreement and shall also include the coordination of such design; and
 - c. the design of interim/temporary facilities included in the Project Budget, as determined at the end of Phase 2, with the necessary associated facilities to accommodate operations, pedestrian and/or vehicular traffic, and tenants or concessionaires, as needed during construction.
- 4.2.2 It shall be the responsibility of the Architect/Engineer to follow and be responsive to the technical and schedule guidance and oversight furnished by the Project Manager.
- 4.2.3 All services performed during Phases 1A through 3D of the Basic Services shall comply with and be in conformance to the Deliverables Requirements Manual and the Design Guidelines Manual.
- 4.2.4 Throughout all Phases of the Basic Services, the Architect/Engineer shall coordinate its Services with other Owner provided architects/engineers.
- 4.2.5 For Phases 1A through 3D of the Basic Services, the Architect/Engineer shall submit to the Owner the deliverables listed under the various phases in the Deliverables Requirements Manual in the format approved by the Owner. In addition, the Architect/Engineer shall submit with each set of deliverables a complete listing of the items required to be delivered for that Phase, by discipline, and indicate which of those items are actually being submitted. For any items not being submitted, the Architect/Engineer shall submit either a written statement as to why such items are not being submitted as required or an approved waiver for the omission. The Owner reserves the right to reject all or part of any submittals that are not complete in their content as required herein. The Architect/Engineer shall be totally responsible for any additional costs resulting from such rejections and shall not be compensated in any manner by the Owner therefor:
- 4.2.6 For Phases 1A through 3D of the Basic Services, the Architect/Engineer shall submit estimates of Probable Construction Cost, as described in **Article 1 "Definitions"**. The estimates are to be prepared by a Professional Construction Estimator. Compensation to the Professional Construction Estimator shall be the sole responsibility of the Architect/Engineer and shall be considered part of the Architect/Engineer's compensation for Basic Services. As part of its Probable Construction Cost, the Architect/Engineer shall assist MDAD in identifying Project Elements that are eligible for federal/state grant-in-aid participation. The

Architect/Engineer shall develop schedules reflecting same and assist in reviewing applications prepared by MDAD and the Project Manager. If meetings with grant agencies are required, attendance at such meetings will be compensated by the Owner as Additional Services.

- 4.2.7 Throughout all phases of the Basic Services, all drawings shall be produced by computer and the electronic submittal required under this contract shall consist of the digital plot files and digital working files in AUTOCAD Map 2000i format with files maintained on compact disks. The A/E must submit all original working drawings in an electronic vector format with an AUTOCAD drawing extension ".dwg". Within the drawing, all external reference files must be bound into one file that represents each of the drawings (hardcopy/prints) in the construction document set. With each submittal, all supporting electronic files, such as images, fonts and linetypes, shall be included with the drawings. All drawings must comply with and use a layering format adopted by MDAD and referred to as the Technical Support Facility Management Layering system.

MDAD retains all rights to further use of all electronic drawings as well as blocks, linetypes, layering convention and any other information contained in the electronic drawings that are needed to reproduce the drawings in the construction document set. If another software package is used to produce the drawings, the A/E is responsible for the conversion to an AUTOCAD format as stated above and must fix any anomalies in the electronic drawing before submitting the electronic drawings and submit all drawings utilizing MDAD drawing layer scheme. This information can be obtained through MDAD Technical Support.

- 4.2.8 The Architect/Engineer shall submit hard and electronic format (as specified herein or otherwise by MDAD) copies of all documents required under each Phase for review, comments and approval by the Owner. The number of copies and the distribution of those copies shall be specified in the Service Order for each Phase.
- 4.2.9 At the end of Phases 1B/2 and 3C the Architect/Engineer shall provide input and assistance to the Project Manager for the preparation of Capital Project fact sheets and, through the Project Manager, shall schedule a review(s) of all plans and programs with the user representatives of the Owner.
- 4.2.10 Recognizing that the construction of other projects at MIA may affect scheduling of the construction for each Project Element or components thereof, the Architect/Engineer shall diligently coordinate the performance of the Services with the Owner and its designees in order to provide for the safe, expeditious, economical and efficient completion of the Project, without negatively impacting concurrent work by others or the airport operations.

- 4.2.11 Miami-Dade County Administrative Order No. 3-26 establishes the threshold and guidelines for performing Value Analysis/Engineering ("VA/E") studies on Miami-Dade County construction contracts. A formal VA/E study is mandated for those projects whose construction cost is estimated to be Five Million Dollars (\$5,000,000) or more. At the end of Basic Services Phase 2, VA/E reviews will be conducted by an independent A/E under contract to the Owner and supervised by the Project Manager. The Architect/Engineer shall assist as needed in the VA/E process.
- 4.2.12 The Architect/Engineer shall meet once per month with the Project Manager to review the Architect/Engineer prepared DSCMP, which will establish the basis of payment and the actions necessary to correct schedule deficiencies. The Architect/Engineer may request modifications to the DSCMP by submitting a written request to modify with supporting justification. It shall be at the Owner's sole discretion whether to grant such a modification.
- 4.2.13 The Architect/Engineer must have a design quality management program related to construction Contract Documents preparation and, when authorized, Work Related Services. This quality management program must be implemented throughout the entire design and construction process.
- 4.2.14 The Architect/Engineer's Probable Construction Cost (including construction contingency allowance), broken down by specification sections or unit prices, shall include any adjustments necessary for projected award dates, changes in requirements, or general market conditions. Service Orders to proceed with Phases 3A/3B and 3C may not be issued if the Probable Construction Cost, as submitted by the Architect/Engineer at Phases 1B/2 and 3A/3B, respectively, exceeds the total MDAD allocated funds for the construction of the Project. No further progress payment shall be made should the Probable Construction Cost in any phase exceed the Budget, until an alternate design is provided at no additional compensation, to bring the cost within the Project budget limitations.
- 4.2.15 For Phases 3A through 3D, the Architect/Engineer shall provide a CSI formatted cost loaded construction schedule that conforms to both the latest Probable Construction Cost and the Work Sequencing Schedule and Staging Plan. The cost loaded schedule shall be updated at each phase. The level of detail of the cost loaded schedule at each phase shall be commensurate with the level of detail of the latest Probable Construction Cost.
- 4.2.16 Commissioning Plans: The Architect/Engineer shall develop a commissioning plan in conformance with Division 1 Section 01810 of the current edition of the "MDAD Construction Contracts General and Legal Provisions and Division 1/Commissioning for Facilities Projects".

4.3 PHASES 1A AND 1B - PROGRAM VERIFICATION AND PREPARATION OF SCHEMATIC DESIGN DOCUMENTS

4.3.1 Phase 1A - Program Verification: Based upon the Program drawings and preliminary budget and design guidelines furnished to the Architect/Engineer by the Owner, a Service Order may be issued to the Architect/Engineer to verify the accuracy and adequacy of all available information for the Project. Such verification shall include but not be limited to the following areas:

4.3.1.1 Program: The Architect/Engineer shall examine the Project Book including Program drawings furnished by the Owner and shall confirm user requirements and determine requirements for additional studies, verify the physical/spatial characteristics of the Project, the completeness of the Program, and their adherence to the Design Guidelines Manual.

4.3.1.2 Record Drawings: The Architect/Engineer shall examine and verify all as-built conditions as to their completeness and accuracy as depicted on the Record Drawings furnished by the Owner.

4.3.1.3 Project Budget: The Architect/Engineer shall examine in detail, the estimated construction costs furnished by the Owner. Should this cost verification reveal serious discrepancies and/or deficiencies which would impact the Project and its subsequent stages of development, the Architect/Engineer shall inform the Owner in writing as to the adequacy of the funds required to complete the Project through the construction phase.

4.3.1.4 Utilities Investigation: The Architect/Engineer shall evaluate the utilities information provided by the Owner and determine the adequacy of existing utilities to accommodate the additional utility loads imposed by the Project Element(s), and incorporate such information into the design.

4.3.1.5 Surveys: The Architect/Engineer shall verify the survey information provided by the Owner, and incorporate such information into the design. The Architect/Engineer shall be responsible for obtaining any additional survey information that is required for the completion of the project and was not provided by the Owner.

4.3.1.6 Soils Investigations: The Architect/Engineer shall prepare a soils investigation plan for use in determining soil characteristics required for proper design of the Project Elements included herein. The plan shall show the number, spacing and depth of borings required and shall specify such other tests and investigations as may be necessary to provide information prerequisite to its design. The Architect/Engineer shall specify, locate and coordinate the specific borings and tests to be

performed by others and shall interpret the results for application to the Project.

4.3.1.7 Discrepancies Between Existing Conditions and Depicted Conditions: Any discrepancies between the actual, existing conditions and conditions depicted on drawings or other information provided by the Owner shall be noted by the Architect/Engineer. The actual, existing conditions shall then be incorporated into the Contract Documents.

4.3.1.8 Deficiencies of Information: The Architect/Engineer shall inform the Owner in writing of any deficiencies, other than discrepancies from actual, existing conditions found during verification, in the as-built conditions, utility information, survey information and/or soils investigation which are deemed necessary to provide a satisfactory basis on which to perform the Basic Services. Upon agreement of the deficiencies by the Owner, the Owner may then issue a Service Order directing the Architect/Engineer to perform the necessary investigations and develop the required additional information as Additional Services.

At its option, the Owner may direct a geotechnical engineering company, an independent engineering testing laboratory, a survey company, or other firm(s) under contract with the Owner to provide the necessary services for the Architect/Engineer. The Architect/Engineer shall be responsible for verification of the validity, interpretation, coordination, application and use of all supplemental information, signed and sealed, provided by any such independent architect/engineer.

4.3.1.9 Art in Public Places: The Architect/Engineer shall, prior to preliminary design, initiate contact and confer with the Art in Public Places representative for review of applicability of an art component to the Project. Should the Art in Public Places Department determine that the installation of an art component is applicable to this Project based on the provisions of Section 2.11.15 of the Code and should it decide to pursue said installation, the Architect/Engineer shall further confer with the Art in Public Places representative to develop a concept for art appropriate to the Project, and with the Art in Public Places Professional Advisory Committee as to the type(s) of art, location(s), and possible artist(s). The Director of Art in Public Places shall approve the final concept and location. The final choice of the artist(s) will be made by the Art in Public Places Trust, upon recommendation of the Art in Public Places Professional Advisory Committee. As part of its master plan, Art in Public Places encourages and will give preference to collaborative projects between the artist(s) and the Architect/Engineer to promote the integration of artwork and site. Such collaborative efforts shall include the active involvement of both the Architect/Engineer and the artist(s) during Design

Development of the Project. In consultation with the artist(s) and Art in Public Places, the Architect/Engineer shall make all the necessary provisions and coordinate the development and incorporation of artwork(s) details and/or specifications in the Contract Documents for the Project. The Architect/Engineer shall coordinate the installation of necessary anchorages, special lighting, or plumbing or other utility or installation and connections as required for the proper installation of the art work in accordance with the artist's concept(s). The Architect/Engineer shall provide, without added compensation, technical support including but not limited to assisting the artist(s) in the development of preliminary and final construction cost estimates for infrastructure work necessary to support the art work to the extent that it is included in the contract, construction procedures/approach, typical sections, profiles and details, structural support and utility connection systems (including structural anchorage details as may be required), technical specifications, submittals and shop drawing requirements (including review and approvals) for all ancillary facilities in connection with the installation of the artwork. The Architect/Engineer shall coordinate the installation of the artwork with the artist(s) and the Contractor during construction and shall assist the artist(s) and Art in Public Places in the resolution of issues pertaining to coordination. The Architect/Engineer shall inspect, along with the artist(s) and the Art in Public Places representative, the completed installation(s) by the Contractor for compliance with the Contract Documents.

- 4.3.2 Phase 1B - Preparation of Schematic Design Documents: Upon the written confirmation of the Architect/Engineer that all elements of the Project have been identified and the Owner's cost estimates have been verified, the Owner may issue a Service Order to prepare the Schematic Design documents.

The Architect/Engineer shall review the verified Program with the Owner's representatives, lessees (if applicable), and all agencies and other governmental authorities having permitting or other approval authority with respect to the Project. Project Elements or components, as well as suggestions of such agencies or lessees (if applicable) regarding required procedures, are to be followed. Necessary inclusions shall be made when preparing the Design Development and the Contract Documents. Upon completion of the agency(ies) reviews, the Architect/Engineer shall detail in writing the recommendation of the agency(ies) to the Owner and shall modify the suggested plan as appropriate and resubmit it to the Owner for review, further modifications, and for approval and agreement by the Owner. As a part of this Phase, the Architect/Engineer shall prepare and submit the Phase 1B deliverables including but not limited to the following:

- 4.3.2.1 Site Plan: A site plan(s) of the Project, at a scale to be specified by the Owner showing the Project Elements, existing facilities, and proposed

projects pertinent to or interfacing with other projects and with the remainder of the Basic Services under this Agreement.

- 4.3.2.2 Schematic Design Studies: The Schematic Design studies shall consist of all plans, elevations, sections, perspectives, etc., as required to show the scale and relationship of the design concept to surrounding facilities and other Project Elements plus a narrative report setting forth in appropriate detail the criteria to be used in preparing the Contract Documents for the Project Elements and identifying all major equipment and systems required, including alternative items as appropriate, and Work Sequencing Schedule and Staging Plans.

These Schematic Design studies are preliminary in nature and scope. They shall be further defined and amplifying details shall be developed by the Architect/Engineer during subsequent phases of the Basic Services.

The Owner will make a determination, based on the Schematic Design studies and narrative report, of what equipment and systems will be used. In addition, the Owner will, based on the investigations and recommendations developed by the Architect/Engineer determine which equipment and other items the Owner will purchase outside the Contract for this Project. Should the Owner decide to purchase equipment and materials separately and furnish them to the Contractor, the Architect/Engineer shall, as part of the Basic Services, provide detailed programming and scheduling, perform follow-on liaison with vendors with respect to availability and delivery and provide any other such Services with respect to such separately purchased and furnished equipment as would otherwise be required had said equipment not been separately purchased and furnished.

- 4.3.2.3 Drainage: The Architect/Engineer shall prepare a preliminary drainage plan showing the direction and quantities of flows to each drain. The Schematic Design narrative report shall provide drainage calculations in sufficient detail to give assurance that the Project can be used under the approved design storm conditions.

- 4.3.2.4 Barricades, Signing, Marking and Lighting: The Architect/Engineer shall prepare, as necessary, a preliminary maintenance of traffic plan, construction operations safety plan and a security plan which show how the Work can be accomplished within operational constraints. The safety plan shall be prepared as part of the Project documents in conformance with the FAA advisory circulars and the MDAD Airside Operations Procedures (where applicable). It shall delineate the nature, extent and location of site access, required temporary barricading, signing, marking

and lighting for the AOA and Landside work areas for the Project. The safety plan shall also be coordinated with appropriate MDAD staff.

4.3.2.5 Work Sequence and Staging Plan: The Architect/Engineer shall develop a Work Sequence Schedule and Staging Plan to avoid adverse impacts on existing airport and aircraft operations and shall advise the Owner in writing of the remaining adverse impacts, if any, and estimated increase in Project costs that would result from such staging plan. The Architect/Engineer shall develop a work sequencing schedule showing the sequence of the construction and the relative time frame within the overall construction period. Alternative plan(s) and associated cost(s) shall also be developed and submitted, along with an analysis by the Architect/Engineer of pertinent factors and relative merits of each plan, even if such alternative plan(s) would adversely impact airport and aircraft operations. The decision as to which plan to use will be made by the Owner, and the Architect/Engineer will be informed of such decision in writing.

4.3.2.6 Outline Specification: The Architect/Engineer shall prepare an outline specification which will describe the Architect/Engineering requirements, earthwork, utility adjustments and relocations, bridge substructure, superstructure, drainage, foundations, mechanical, electrical, utilities, lighting, signalization, signage, markings, external finishes, painting, security systems, fire protection systems, plumbing, and other incidental and special equipment being proposed for the Project, all of which will be considerations in the cost estimate.

4.3.2.7 The Architect/Engineer shall submit all documents required under Phase 1B/2 Design Development for review and comments by the Owner. The Design Development documents submitted shall also include Probable Construction Cost. This cost shall include the estimated costs of construction or acquired facilities and improvements in such detail as required by the Owner including each class of equipment, operational systems, and any other direct costs that may be included in the Project by the Owner pursuant to this Agreement. This cost shall be based upon the approved size and character of the components of the Project Elements and the incorporation of the Owner approved recommendations of the Value Analysis. If the Phase 1B/2 Probable Construction Cost indicates that the Project cost shall be more than the approved budget, no further progress payment will be made until an alternate design is provided, at no additional compensation, to bring the cost within the Project budget limitations. The Owner may direct the Architect/Engineer to modify, without additional compensation, the Design Development documents to bring the Phase 1B/2 Probable Construction Cost within or below the approved Budget. The Architect/Engineer shall not proceed with the

following Phase 3A/3B - 75% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 1B/2 and a Service Order for the Phase 3A/3B Basic Services are received from the Owner. All comments shall be addressed in Phase 3A/3B. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times.

4.3.3 During Phase 1B the Owner may direct the Architect/Engineer, by Service Order, to combine specified portions of the Phase 1B and Phase 2 Basic Services and eliminate or change certain portions of the Services in order to provide Contract Documents more efficiently or cost-effectively. If so directed by the Owner, fees for these two phases shall be the same as if the two phases were performed in their entirety. The durations for the individual Phase 1B and Phase 2 will be combined to establish the total duration for the combined Phase 1B/2, which will equal the sum of the durations for the individual phases.

4.3.4 The Architect/Engineer shall not proceed with the following Phase 2 - Design Development until appropriate written approvals and comments on the deliverables for Phase 1B and a Service Order for the Phase 2 Basic Services are received from the Owner. All comments shall be addressed, in writing, and reflected in the Phase 2 documents. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times.

4.4 PHASE 2 - DESIGN DEVELOPMENT

4.4.1 Upon receipt from the Owner of a Service Order for Phase 2 Basic Services, the Architect/Engineer shall prepare Design Development documents from the approved Schematic Design documents developed in the performance of the Phase 1B Basic Services. Phase 2 Basic Services shall produce the submittals as more fully detailed in the professional services deliverables. The Design Development documents shall consist of drawings, outline specifications, Work Sequencing Schedule and Staging Plans and other documents as may be necessary to fix and describe the size and character of the systems and components to be included in the Project. The systems and components and associated controls shall integrate with and be of like character to those typically found in similar projects unless otherwise specifically approved by the Owner in writing. All plans and programs developed during Phase 1B for interim locations or routings, or for the staging and sequencing of Work, shall be refined and updated as applicable. Should the need for additional plans and/or programs become apparent during the course of the performance of the Phase 2 Basic Services, such additional plans and programs shall be prepared and included in the Design Development documents.

- 4.4.2 Unless otherwise stipulated in **Article 9 "Special Provisions"** it is the Owner's intent to bid the Project in one (1) package. The Owner, though, reserves the right to direct that the Project be divided into as many contracts as required by operational constraints, tenant or lessees needs, adjacent project scheduling, or other reasons as determined by the Owner. If the Owner requires the Project to be broken into more bid packages than specified herein, the additional work to accomplish this will be compensated to the Architect/Engineer as Additional Services.
- 4.4.3 The Architect/Engineer shall participate in a Value Analysis ("VA"), including Life Cycle Cost analysis, lasting approximately one (1) week. The VA will be conducted by an independent architect/engineer under contract to the Owner and be supervised by the Project Manager. The Architect/Engineer will provide documents, make an opening presentation relative to the contents of those documents, respond to questions posed by the VA architect/engineer through the Project Manager, and be given the opportunity to respond to the VA's recommendations. Recommendations agreed to and required by the Owner will be incorporated by the Architect/Engineer into the Phase 2 Services.
- 4.4.4 The Architect/Engineer shall submit all documents required under Phase 1B/2 Design Development for review and comments by the Owner. The Design Development documents submitted shall also include Probable Construction Cost. This cost shall include the estimated costs of construction or acquired facilities and improvements in such detail as required by the Owner including each class of equipment, operational systems, and any other direct costs that may be included in the Project by the Owner pursuant to this Agreement. This cost shall be based upon the approved size and character of the components of the Project Elements and the incorporation of the Owner approved recommendations of the Value Analysis. If the Phase 1B/2 Probable Construction Cost indicates that the Project cost shall be more than the approved budget, no further progress payment will be made until an alternate design is provided, at no additional compensation, to bring the cost within the Project budget limitations. The Owner may direct the Architect/Engineer to modify, without additional compensation, the Design Development documents to bring the Phase 1B/2 Probable Construction Cost within or below the approved Budget. The Architect/Engineer shall not proceed with the following Phase 3A/3B - 75% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 1B/2 and a Service Order for the Phase 3A/3B Basic Services are received from the Owner. All comments shall be addressed in Phase 3A/3B. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times.
- 4.4.5 The Architect/Engineer shall prepare exhibits required to convey the intent of the design during Phase 2 presentation to the Owner for Owner and User

Review. The Architect/Engineer shall resolve all comments, including a follow-up presentation(s) if required.

- 4.4.6 The Architect/Engineer shall also, to the extent applicable based on refinements and amplifications effected during the Design Development phase, review pertinent documents with the agencies having permitting or other approval authority with respect to the Project, including those agencies previously consulted in Phases 1A and 1B above, to obtain the reviews of such agencies. The Architect/Engineer shall report in writing the findings of such reviews with said agencies and provide recommendations for approval by the Owner relative to such findings for implementation by the Architect/Engineer in Phase 2 Basic Services.

4.5 PHASES 3A, 3B & 3C - CONTRACT DOCUMENTS

4.5.1 Phase 3A, 30% Complete Contract Documents

- 4.5.1.1 Upon receipt of a Service Order for Phase 3A Basic Services, the Architect/Engineer shall prepare the 30% Contract Documents from the approved Design Development documents developed in the performance of the Phase 2 Basic Services. Phase 3A Basic Services shall produce the submittals as more fully detailed in the professional services deliverables.

- 4.5.1.2 The Architect/Engineer shall prepare a preliminary Storm Water Pollution Prevention Plan ("SWPPP") in accordance with the National Pollution Discharge Elimination System ("NPDES") storm water discharge regulations under the Clean Water Act Amendments of 1987.

The Architect/Engineer shall comply with the current "NPDES General Permits For Storm Water Discharge From Construction Sites", for storm water rules, regulations, and project eligibility, and shall prepare a SWPPP for the Project using all applicable Environmental Protection Agency ("EPA") and local agency regulations.

The Architect/Engineer may refer to the MDAD SWPPP guidance manual for information on preparing individual SWPPPs for MDAD approval and Contractor implementation.

- 4.5.1.3 Using the documents prepared under this article, the Architect/Engineer shall submit for review the necessary portions of the Contract Documents to the authorities, including but not limited to, County, state and/or federal, having jurisdiction over the Project by law or contract with the County. The Architect/Engineer shall also assist the Owner in obtaining, as appropriate, such applicable certifications of "permit approval" prior to

approval by the Owner of the 100% complete Review Set and printing of the contract bidding documents.

4.5.1.4 The Architect/Engineer shall submit all documents required under Phase 3A/3B - 75% Contract Documents for review and comments by the Owner. The 75% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 75% Contract Documents submittal shall include CSI Divisions 1 through 16. The 75% Contract Documents submitted shall also include updates to the Phase 1B/2 Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 1B/2 Schematic Design and Design Development. If the Phase 3A/3B Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 1B/2 Probable Construction Cost, no further progress payment will be made until the Architect/Engineer provides an alternate design. The Architect/Engineer shall provide an alternate design, without additional compensation and without changing the scope of the Project, to bring the Phase 3A/3B Probable Construction Cost within or below the approved Phase 1B/2 Probable Construction Cost. The Owner may direct the Architect/Engineer to modify, without additional compensation, the 75% Contract Documents to bring the Phase 3A/3B Probable Construction Cost within or below the approved Phase 1B/2 Probable Construction Cost.

4.5.1.5 The Architect/Engineer shall, to the extent applicable based on refinements and amplifications effected during this Phase, review pertinent documents with those agencies having permitting or other approval authority with respect to the Project, including agencies previously consulted by the Architect/Engineer in Phases 1A, 1B and 2, in order to obtain changes in the opinions, comments and suggestions of those agencies with respect to such refinement and amplifications. The Architect/Engineer shall report in writing to the Owner, for approval by the Owner, the findings of such reviews with said agencies and its recommendations relative to such findings for implementation by the Architect/Engineer in Basic Services Phase 3B.

4.5.2 Phase 3B, 75% Complete Contract Documents

4.5.2.1 Upon receipt of a Service Order for Basic Services Phase 3B, the Architect/Engineer shall prepare the 75% Contract Documents from the approved 30% Contract Documents developed in the performance of the Phase 3A Basic Services. Phase 3B Basic Services shall produce the

submittals as more fully detailed in the Deliverables Requirements Manual.

- 4.5.2.2 Using the documents prepared under this article, the Architect/Engineer shall submit for review the necessary portions of the Contract Documents to the authorities including, but not limited to, County, state, and/or federal, having jurisdiction over the Project by law or contract with the County. Said documents shall be sufficient to be permitted as applicable by such authorities. The Architect/Engineer shall assist the Owner in obtaining, as appropriate, such applicable certifications of "permit approval" prior to approval by the Owner of the 100% complete Review Set and printing of the Contract Documents.
- 4.5.2.3 The Architect/Engineer shall develop a coordinated plan of execution for this Phase, which will include an outline, or index, of the contents of the Contract Documents along with a schedule(s) for completion and sufficient information to permit the Owner to prepare an updated Capital Project Fact Sheet.
- 4.5.2.4 The Architect/Engineer shall prepare Plans in a manner that will ensure clarity of line work, notes and dimensions when reduced to fifty percent (50%) of the original size. After acceptance by the Owner, the Plans shall become part of the Contract Documents. The Technical Specifications shall provide that a system of quality control and quality assurance be a requirement of the work. The quality control and quality assurance system shall provide the procedures to be used by the Contractor and the Architect/Engineer to assure that the quality of all materials, equipment systems, and furnishings function as intended and are equal to or better than called for in the specifications.
- 4.5.2.5 The Architect/Engineer shall submit all documents required under Phase 3A/3B - 75% Contract Documents for review and comments by the Owner. The 75% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 75% Contract Documents submittal shall include CSI Divisions 1 through 16. The 75% Contract Documents submitted shall also include updates to the Phase 1B/2 Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 1B/2 Schematic Design and Design Development. If the Phase 3A/3B Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 1B/2 Probable Construction Cost, no further progress payment will be made until the Architect/Engineer provides an alternate design the Architect/Engineer shall provide an alternate design,

without additional compensation and without changing the scope of the Project, to bring the Phase 3A/3B Probable Construction Cost within or below the approved Phase 1B/2 Probable Construction Cost. The Owner may direct the Architect/Engineer to modify, without additional compensation, the 75% Contract Documents to bring the Phase 3A/3B Probable Construction Cost within or below the approved Phase 1B/2 Probable Construction Cost.

4.5.2.6 The Architect/Engineer shall participate in an abbreviated (two to three days) follow up VA/life cycle study/critique/constructability after submission of 75% Contract Documents. Participation shall be as necessary to assure that the Owner approved recommendations from the Phase 2 VA have been incorporated and that any additional recommendations from this Phase 3B VA are fully understood and will be incorporated into the Contract Documents.

4.5.2.7 After review by the Owner, the Architect/Engineer shall resolve all questions and have all revisions made to its documents as required by the Owner. The Architect/Engineer shall prepare a 75% complete Review Set. The 75% Review Set shall be returned to the Owner with a consolidated cost and schedule breakdown by construction trade that will permit the Miami-Dade County Department of Business Development ("DBD") to readily develop contract measures in the bidding documents. The Architect/Engineer shall not proceed with the following Phase 3C - 100% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 3B and a Service Order for Phase 3C Basic Services are received from the Owner. All comments shall be addressed in Phase 3C. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times.

4.5.3 Phase 3C, 100% Complete Contract Documents

4.5.3.1 Upon receipt of a Service Order for Phase 3C, the Architect/Engineer shall proceed with Basic Services Phase 3C - 100% Contract Documents. The Architect/Engineer shall prepare the 100% Contract Documents from the approved 75% Contract Documents developed in the performance of the Phase 3B Basic Services. Phase 3C Basic Services shall produce the submittals as more fully detailed in the professional services deliverables.

4.5.3.2 The Architect/Engineer shall submit all documents required under Phase 3C - 100% Contract Documents for review and comments by the Owner. The 100% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The

100% Contract Documents submittal shall include CSI Divisions 1 through 16 and MDAD Division 0. The 100% Contract Documents submitted shall also include updates to the Phase 3B Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 3B - 75% Contract Documents. If the Phase 3C Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 3B Probable Construction Cost, no further progress payment will be made until the Architect/Engineer provides an alternate design the Architect/Engineer shall, without additional compensation and without changing the scope of the Project, provide an alternate design to bring the Phase 3C Probable Construction Cost within or below the approved Phase 3B Probable Construction Cost. The Owner may direct the Architect/Engineer to modify, without additional compensation, the 100% Contract Documents to bring the Phase 3C Probable Construction Cost within or below the approved Phase 3B Probable Construction Cost. The Architect/Engineer shall not proceed with the following Phase 3D Bid Documents until appropriate written approvals and comments on the deliverables for Phase 3C and a Service Order for Phase 3D Basic Services are received from the Owner. All comments shall be addressed in Phase 3D. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times.

4.6 PHASE 3D - BID DOCUMENTS

4.6.1 After review by the Owner of the 100% Contract Documents, the Architect/Engineer shall respond to all comments in writing within seven (7) calendar days after receipt of the comments from the Owner, acknowledging acceptance of the comments(s) which will be incorporated into the documents during Phase 4, and identifying the rejection of those comments not to be incorporated as approved by the Owner.

4.6.1.1 The Architect/Engineer shall assemble and submit a consolidated set of 100% Contract Documents for back check by the Owner. This set will reflect the revisions required after the one hundred percent (100%) review by the Owner.

4.6.1.2 The Architect/Engineer shall recommend and justify to the Owner the overall Project contract time, phasing, interim completion time(s), the amounts of liquidated damages, liquidated indirect costs, and the amount of Allowance Account(s) to be incorporated in the Contract Documents.

4.6.2 Upon final approval of the back checked Phase 3C - 100% Contract Documents by the Owner and the receipt of a Service Order, the

Architect/Engineer shall prepare the Advertisements for Bids, the Bid Forms, and finalize the Contract Documents to a condition suitable for final printing and distribution to prospective bidders. These 100% complete Contract Documents shall be submitted to the Owner for approval.

4.7 PHASE 4 - BIDDING AND AWARD OF CONTRACT

- 4.7.1 Upon approval of the 100% complete Contract Documents and the issuance of a Service Order by the Owner for the Phase 4 Basic Services, the Architect/Engineer shall furnish the number of bound sets of the 100% complete Contract Documents (Plans and Project Manuals) as specified in the Service Order for bidding purposes, prior to advertising, or as may otherwise be directed by the Owner by the Service Order. The Architect/Engineer shall assist the Owner in obtaining bids, delivering the Contract Documents to minority organizations as directed by the Owner, responding in writing to bidders' inquiries, preparation and issuance of addenda, evaluation of the bids and bidders, and the awarding of a Contract(s) for all or a portion of the Work that was bid pursuant to the Contract Documents. The Architect/Engineer shall also participate in pre-bid conference(s) and attend the bid opening.
- 4.7.2 The Architect/Engineer shall distribute the Contract Documents to prospective Bidders and to other agencies as required by the Owner, in accordance with current MDAD bidding procedures, as such procedures may be amended from time to time. Delivery cost to Bidders shall be paid by the Bidders.
- 4.7.3 The Architect/Engineer shall, with prior approval and authorization by the Owner, develop, print, and distribute addenda and responses to bidder's inquiries.
- 4.7.4 The Architect/Engineer shall: prepare two (2) sets of Contract Documents conformed with addenda (if any) pasted or included therein for use by the Owner; prepare a tabulation of bids received; analyze the bids; and make an initial recommendation of award. The award of the contract will be at the sole discretion of the Owner. Such action by the Owner shall not relieve the Architect/Engineer from any responsibility under this Agreement.
- 4.7.5 If the lowest qualified, responsive and responsible bid received exceeds the approved Phase 3C Probable Construction Cost, the Owner may at its discretion:
1. Approve the increase of the cost of the Work that was bid pursuant to the Contract Documents; or
 2. direct the Architect/Engineer to revise the Contract Documents, without changing the scope of the Project, and rebid the Work included in the revised Contract Documents (in which case the

Architect/Engineer shall again perform the work specified herein before, at no additional compensation, except for the reimbursement of the cost of printing of Contract Documents); or

3. suspend or abandon the Project or any components of the Work included in the Contract Documents.

- 4.7.6 Upon award of the contract by the Owner and notification from Owner to the Architect/Engineer that the contract be executed, the Architect/Engineer shall assemble, prepare and transmit to the Owner twelve (12) sets of the bidding and Contract Documents, complete with all addenda, forms and affidavits required by the Contract Documents.

4.8 PHASE 5 - WORK RELATED SERVICES

- 4.8.1 Upon receipt of a Service Order for Phase 5 Work Related Services, the Architect/Engineer shall provide the Services as set forth herein. The Phase 5 Work Related Services will begin with the award of the contract and will end when the Owner has approved the final request for payment from the Contractor and the Architect/Engineer has submitted its Report of Contract Completion and the Record Drawings (As-Built Drawings) and has completed all other Services required, including the warranty related services.
- 4.8.2 The Architect/Engineer shall provide the Owner a staffing plan including individual resumes that the Architect/Engineer including Sub-A/E(s) intends to use during the Work Related Services for review by the Owner for adequate staffing.
- 4.8.3 The Architect/Engineer shall approve the overall progress schedule, schedule of shop drawings submissions, schedule of values, and other schedules required of the Contractor under the Contract Documents. The Architect/Engineer shall visit the Work at least once per week, evaluate the work for compliance with the Contract Documents, prepare and submit to the Owner, via the Project Manager with copies to the Field Representative, a detailed written and sequentially-numbered report of the observed conditions of the Work, the progress of the Work, and other Work observations, as found or made during each visit to the Work. Such report shall be submitted to the Owner at least monthly and more frequently on an interim basis if necessary to prevent or mitigate any increase in Project costs or damages to the Owner. The Architect/Engineer will not be held responsible for the means, method, techniques, sequences or procedures used, or for safety precautions and programs, in connection with the Work performed by the Contractor, but shall immediately report to the Owner any observations of conditions which in his judgment would endanger persons or property or which might result in liabilities to the Owner.

- 4.8.4 Appropriately qualified personnel of the Architect/Engineer, including Sub-A/E(s) if appropriate, shall visit the Work at least once per week, unless otherwise specified in the **Article 9 "Special Provisions"** of this Agreement, and as necessary to fulfill the responsibilities of the Architect/Engineer hereunder and in order to respond to non-routine situations that call for the Architect/Engineer's expertise and /or approval in an expeditious manner. Such personnel shall coordinate with the Field Representative work-site personnel.
- 4.8.5 Based on observation and measurement of the Work satisfactorily completed and upon the request for payment from Contractor, the Architect/Engineer shall review the amount requested by the Contractor on account, indicating, as applicable, the amounts which are available from federal/state funding, and shall concur with the request for payment, in such amount. The Architect/Engineer's concurrence shall constitute a representation to the Project Manager and the Owner that the Work has progressed to the point indicated; that to the best of the knowledge, information and belief of the Architect/Engineer, the quality of the Work is in accordance with the Contract Documents. Such concurrence shall be based on the Architect/Engineer's review and acceptance of the following:
1. An evaluation of the Work for conformance with the Contract Documents;
 2. the Field Representative's certification of the Contractor's measurements for work satisfactorily completed;
 3. the results of any subsequent test required by the Contract Documents;
 4. the review of the as-built drawings to determine completeness and accuracy up to the date of the pay request;
 5. any specific qualifications stated in the request for payment; and
 6. the Field Representative's confirmation of the cost of labor, materials and equipment for cost-plus work including disputed work.
- 4.8.6 The Architect/Engineer shall assist the Project Manager and the Field Representative in reviewing and evaluating all Contractor's claims relating to the cost, execution and progress of the Work and on all other matters or questions related thereto.
- 4.8.7 The Architect/Engineer shall have authority to require special inspection or testing of any Work questioned as to conformity with the Contract Documents whether or not such Work has been fabricated and delivered to the Project, or installed and completed.

- 4.8.8 The Architect/Engineer shall, where necessary or when requested by the Owner, provide general consultation and advice, interpret the Plans and Specifications and other such Contract Documents in order to clarify the intent of the Architect/Engineer with respect to the contents of the Contract Documents.
- 4.8.9 The Architect/Engineer shall promptly review and approve shop drawings, samples, and other submissions of the Contractor(s) for conformance with the design concept of the Project Element(s) and for compliance with the information given in the Contract Documents. The Architect/Engineer shall render decisions, issue interpretations, and issue correction orders within the times specified in the Contract Documents or, absent such specification, on such timely basis so as not to delay the progress of Work as depicted in the approved construction schedule.
- 4.8.10 The Architect/Engineer's Services for Substantial Completion and final acceptance shall include, but not be limited to, the following:
- 4.8.10.1 Inspections for Substantial Completion: The Architect/Engineer shall, prior to Substantial Completion of the Work, inspect the Work with the Field Representative to determine initial Punch List items, and shall re-inspect the work with the Field Representative as many times thereafter as are needed to establish a time of Substantial Completion. The Architect/Engineer shall review each edition of the Punch List before it is issued by the Field Representative. Each edition of the Punch List will be distributed by the Field Representative after review by the Architect/Engineer. Any User contributions to the Punch List shall be only as approved by Owner. Punch Lists shall record:
1. defects observed in the Work, in first and succeeding visits; and
 2. defects corrected (recorded by striking items from the punch list or by identifying items as corrected).
- 4.8.10.2 Contractor's Closeout Submittals and Actions: The Architect/Engineer shall review the Field Representative's record of closeout submittals and actions for concurrence.
- 4.8.10.3 Determination of Substantial Completion: When the Punch List of defective items has been reduced to the point at which, in the judgment of the Architect/Engineer and Field Representative, the Work can be immediately utilized for its intended purpose, division of responsibility for carryover items from the Contractor to the Owner has been set forth, and all Punch List items are judged to be capable of completion in not more than sixty (60) days, upon recommendation by the Field Representative, the Architect/Engineer shall review, concur, and upon approval by the Owner, set the date of Substantial Completion.

- 4.8.10.4 Certificate of Occupancy: If a Certificate of Occupancy is required on this project, the Architect/Engineer and Field Representative shall not certify the Work as substantially complete until a Certificate of Occupancy has been issued in accordance with the South Florida Building Code, Miami-Dade County Edition.
- 4.8.10.5 Determination That the Work Is Not Substantially Complete: If the required submittals and actions by the Contractor are deficient, or if in the judgment of the Field Representative and/or the Architect/Engineer the Work will not be ready for final acceptance in sixty (60) days, the Architect/Engineer shall notify the Project Manager, the Field Representative and the Contractor in writing that Substantial Completion cannot be declared, and include a list of deficient Contractor's submittals, deficient Contractor's actions, defective or incomplete items in the Work, and any other supporting reasons the Field Representative and/or the Architect/Engineer may wish to state.
- 4.8.10.6 Retainage for Uncompleted Work: The Architect/Engineer shall review and concur with the Field Representative's recommendation of an amount that will ensure that the Owner can employ other contractors to complete each item of work in the event of the Contractor's failure to complete. Upon approval by the Owner, this retainage for uncompleted work shall be deducted from the retainage amount otherwise due the Contractor at the time of Substantial Completion. Retainage for uncompleted work will not be paid until the Contractor completes all uncompleted items.
- 4.8.10.7 Final Acceptance: When, in the judgment of the Field Representative and the Architect/Engineer the Work is complete, the date of final acceptance shall be set by the Owner.
- 4.8.11 The Architect/Engineer shall revise Plans, specifications and other Contract Documents as necessary, shall review Change Orders, Work Orders, bulletins, and other appropriate documentation prepared by the Field Representative, and shall assist the Project Manager and Owner in negotiations with the Contractor(s) with respect to all changes in the Work. Except for change orders and work orders resulting directly or indirectly from errors, omissions, and/or ambiguities in the Services rendered by the Architect/Engineer, including Sub-A/Es, such work shall be Additional Services.
- 4.8.12 The Architect/Engineer shall furnish to the Department at the Architect/Engineer's expense one complete set of computer produced drawing disc files (AUTOCAD) of the Record Drawings in the size and format required by the Owner in accordance with subarticle 4.2.7, and at the Owner's expense

provide one complete set of 35 mm aperture card microfilm reproductions. The complete set of Record Drawings shall include all pertinent shop drawings as well as the Plans included in the Contract Documents as adjusted to comply with the as-built Work. The Architect/Engineer shall verify that all Record Drawings prepared by the Contractor are prepared in a manner that will ensure clarity of line work, notes, and dimensions. The Architect/Engineer shall provide a certification of the quality of all equipment and systems, which are a part of the finished work.

- 4.8.13 The Architect/Engineer shall furnish to the Owner in an electronic data base (Microsoft Excel 2000 or higher) an index, summary and copies of all warranty documents required to be furnished by the Contractor under the consolidated Contract Documents. The Field Representative and Contractor will be responsible for providing an index and summary list all of the equipment by serial number and indicate for each the warranties, the term, conditions, and the purported legal enforcement and recourse rights of the Owner as indicated by the language in the warranty. This list shall be reviewed by the Architect/Engineer.
- 4.8.14 The Architect/Engineer shall inspect the entire Project one (1) month prior to the expiration of the warranties. The Architect/Engineer shall report its findings to the Owner sufficiently prior to the end of the warranty period to enable the Owner to issue an action report to the Contractor prior to the expiration of the warranty period. The Architect/Engineer report shall be complete with specific recommendations covering any portions of the Work to be repaired or replaced.
- 4.8.15 In addition to the requirements set forth above, the Architect/Engineer shall perform those duties of the Architect/Engineer as set forth in the Contract Documents.

4.9 MEETINGS AND REPORTS

- 4.9.1 Meetings: As part of providing the Basic Services, the Architect/Engineer shall attend all meetings wherein information relating to the Basic Services is discussed, and shall provide consultation to the Owner regarding such information. These meetings shall include, but shall not necessarily be limited to, regularly scheduled monthly meetings concerning design coordination, and such other meetings, whether regularly scheduled or specially called, as may be necessary to enable the Architect/Engineer to coordinate his Services with, and provide information to and/or obtain information from, the Owner, its A/Es and contractors, and all others with whom coordination or liaison must take place in order to fulfill the intent and purposes of this Agreement and the Contract Documents. Unless otherwise directed by the Owner, the Architect/Engineer shall prepare and disseminate in a timely manner meeting notices and agenda, briefing materials, meeting minutes, meeting reports, etc., appropriate to such meetings.

- 4.9.2 Reports: In addition to any specific reports called for elsewhere in this Agreement, the Architect/Engineer shall submit to the Owner a monthly progress report of the status and/or results of all Services required to be performed under this Agreement. This report shall be submitted with the invoice for Services performed during the corresponding period. Each report shall include but not be limited to: a brief narrative the progress made during the previous month and the estimated incremental and total percentages of each assigned Project Element which have been completed; any problem(s) encountered during the month and any actions taken to solve or alleviate the problem(s); any changes which may have occurred in the projected dates of the events; a statement from the Architect/Engineer as to each Project Element that the Project is either on schedule or the Project Element is not on schedule and should the latter be stated, then the Architect/Engineer shall also state the length of delay and the reasons for the delay. The Architect/Engineer shall explicitly state recommendations for alleviating the delay and in subsequent monthly progress reports state whether or not the delay has been alleviated. Such report shall also relate the aggregate services performed to the total compensation paid and payable to the Architect/Engineer hereunder for each Phase of the Basic Service as set forth in the corresponding invoice for payment.
- 4.9.3 Partnering: MDAD has committed itself to the practice of partnering, a team commitment to create an environment in which design and construction differences are dealt within the open with members of the design and construction team taking responsibility for timely and cost conscious performance. The process will start with key participants of the Project team, including Architect/Engineer's personnel, attending a partnering meeting to establish terms of the partnering agreement. The meeting will enable the Project team to establish methods of issue/conflict resolution, delegate authority for decision making to the lowest possible level, and develop a continuous evaluation process. Follow-up meetings with the facilitator will be held as necessary during the construction to spur the Project's on-schedule completion.

ARTICLE 5

ADDITIONAL AND CONSTRUCTION ADMINISTRATION SERVICES

- 5.1 AUTHORIZATION: Any Services beyond the requirements for Basic Services shall be performed by the Architect/Engineer upon receipt of a Service Order issued by the Owner. The Owner reserves the right to have any or all of the Services listed below performed by architect/engineers other than the Architect/Engineer. The Architect/Engineer shall have no claim to any of these Services except as authorized by the Owner with a Service Order.
- 5.2 ADDITIONAL SERVICES: Additional Services listed below are beyond the requirements for Basic Services under this Agreement and shall be performed upon receipt of a Service Order.
- 5.2.1 Special analyses of the needs of the Owner related to financial feasibility, or other special studies not otherwise necessary for the satisfactory performance of the Basic Services.
 - 5.2.2 Incorporation of any User recommendations, as approved by the Owner, into drawings subsequent to Phase 2.
 - 5.2.3 Any Services requested in writing by the Owner performed after acceptance of Phase 2 documents by the Owner relative to future facilities, systems and equipment but not intended to be included in the Contract Documents.
 - 5.2.4 Services with respect to verification of Owner supplied information that cannot be made visually or by careful review of the available information, but which requires extraordinary investigation, such as excavation, demolition or removal, as well as investigations and the development of additional information, as agreed to by the Owner, required as a result of deficiencies in the as-built conditions, utility information, survey information and/or soils investigation which are deemed necessary to provide a satisfactory basis on which to perform the Basic Services.

If any independent engineering, testing laboratory or surveyor is employed by the Architect/Engineer to perform any or all of the requested additional services, the Architect/Engineer shall obtain the Owner's approval of the use of and the fees for such independent engineering, testing laboratory or surveyor prior to commencing such work. Verification of the work performed by such Sub-A/E(s) and the cost associated therewith shall be the sole responsibility of the Architect/Engineer and not compensable by the Owner.

- 5.2.5 Extra work required, as directed by the Owner, to break the Project into more bidding packages than specified in herein or **Article 9 "Special Provisions"** of this Agreement, including making studies and advising the Owner of the number and type of construction contracts, taking into consideration phasing and coordination of work with the Contractors, cost impact, and the requirements and needs of the Owner and Users (if applicable).
- 5.2.6 Participation in the execution of changes during performance of the Work provided such changes are not a result, directly or indirectly, of errors, omissions and/or ambiguities in the services rendered by the Architect/Engineer, including Sub-A/Es engaged by the Architect/Engineer. Such participation shall include but shall not be limited to: revisions to plans, specifications and other Contract Documents as necessary; preparation of Change Orders, Work Orders, Bulletins, and other appropriate documentation; assistance to the Project Manager and the Owner in negotiations with the Contractor(s) with respect to all changes in the Work; recommendation to the Owner of alternate designs (including cost impact) where change is contemplated; and any additional Work Related Services resulting from such changes.
- 5.2.7 Meetings with federal and/or state grant providing agencies required to assist MDAD in obtaining grant funding for the Project.
- 5.2.8 Extended assistance requested in writing by the Owner beyond that provided under Basic Services for start-up, testing, adjusting, balancing and acceptance by the Owner of any equipment or system; extended training of Owner personnel in operation and maintenance of equipment and systems; and preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractors, or manufacturer, in accordance with the Contract Documents.
- 5.2.9 Consultation concerning replacement of any work damaged by fire or other disaster during construction, and professional services in connection with replacement of such work.
- 5.2.10 Preparing to serve or serving as an expert witness at the request and on behalf of the Owner, in connection with the Project or any Project Element or component thereof, except in situations where such service is a result of the Architect/Engineer's errors, omissions or ambiguities.
- 5.2.11 Professional services required after acceptance of the Work by the Owner except as otherwise required under Basic Services.

- 5.2.12 Professional services made necessary by the default of the Contractor or by major defects in work performed under the construction contract that have not resulted from a fault of the Architect/Engineer.
- 5.2.13 Environmental services beyond that which is required to verify Owner supplied information or that is beyond the scope of the Basic Services herein.
- 5.2.14 Environmental Remediation engineering services. These services will be negotiated, authorized and paid as Additional Services, however, the incorporation of standard details and/or technical specifications provided by MDAD into the Contract Documents does not constitute Additional Services.
- 5.2.15 Services required to participate in or otherwise assist the Owner during bid protests or negotiations with the bidder(s) after bid opening but before the award of the contract with the Contractor.
- 5.2.16 Preparation of reports, which are not a requirement of Basic Services, and participation in meetings during construction, should the Owner elect not to take the option for Work Related Services or Work-Site Services, provided, however, that such meetings and reports are not a result, directly or indirectly, of errors, omissions, and/or ambiguities in the services rendered by the Architect/Engineer, including Sub-A/E's engaged by the Architect/Engineer.

5.3 WORK-SITE SERVICES

At the sole option of the Owner and after receipt of a Service Order specifically authorizing such Services, the A/E shall provide Work-Site Services as set forth herein. In discharging such Services, the Architect/Engineer shall provide an on-site resident Field Representative(s) approved by MDAD who shall act as the agent of the Architect/Engineer. The Work-Site Services shall be defined by Service Order, performed in accordance with Construction Inspection Services Manual, and agreed to by the Architect/Engineer and MDAD.

The Architect/Engineer shall fulfill all other requirements and duties, not a part of the Basic Services, imposed on the Architect/Engineer by the Contractor Documents or through Service Order by direction of MDAD.

Should the Architect/Engineer fail to perform these Work Site Services in a timely manner and cause a delay in the progress of the Work, the Architect/Engineer shall be responsible for any resulting damages to the Owner.

ARTICLE 6

REIMBURSABLE EXPENSES

Any Reimbursable Expenses shall be approved by the Owner in advance and authorized by a Service Order.

- 6.1 Sub-A/Es, when recommended by the A/E, and approved by the Owner in writing, and when in the opinion of the A/E, said Sub-A/E services are necessary of the accomplishment of the Services.
- 6.2 In the event the A/E is assigned a project within the Customs area and the A/E is required to obtain an Airport Customs Security Bond, the Department shall reimburse the A/E the cost of the premium for such bond, as substantiated by the invoice.
- 6.3 All printing and reproduction costs as specified herein and those costs in excess of that required under Basic Services. Such costs will be reimbursed at the same rate paid by the Owner to its vendors. Printing costs for internal coordination, reviews and other in-house uses will not be reimbursed.

ARTICLE 7

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

- 7.1 **EQUAL EMPLOYMENT OPPORTUNITY:** The Architect/Engineer shall not discriminate against any employee or applicant for employment because of age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, nor in accordance with the Americans with Disabilities Act, discriminate against any otherwise qualified employees or applicants for employment with disabilities who can perform the essential functions of the job with or without reasonable accommodation. The Architect/Engineer shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, or disability. Such actions include, but not limited to, the following: employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The Architect/Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to the provided by the County setting forth the provisions of this Equal Employment Opportunity clause. The Architect/ Engineer shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246 of September 24, 1965, as amended by Executive order 11375, revised Order No. 4 of December 1, 1971, as amended, and the Americans with Disabilities Act. The Age Discrimination in Employment Act effective June 12, 1968, the rules, regulations and relevant orders of the Secretary of Labor, Florida Statutes §§ 112.041, 112.042, and 112.043, and Section 11A1 through 13A1 of the Code, Articles 3 and 4.

The Architect/Engineer shall assign responsibility to one of its officials to develop procedures that will assure that the policies of Equal Employment Opportunity and Affirmative Action are understood and implemented.

- 7.2 **NONDISCRIMINATORY ACCESS TO PREMISES:** The Architect/Engineer, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant that: (1) no person on the grounds of race, color, sex, national origin or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises; (2) that the Architect/Engineer shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation.
- 7.3 **BREACH OF NONDISCRIMINATION COVENANTS:** In the event it has been determined that the Architect/Engineer has breached any enforceable nondiscrimination covenants contained in subarticles 7.1 (Equal Employment Opportunity) and 7.2 (Nondiscriminatory Access to Premises) above, pursuant to the complaint procedures

contained in the applicable Federal regulations, and the Architect/Engineer fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to the Termination of Agreement subarticle hereof.

- 7.4 **NONDISCRIMINATION:** During the performance of this Agreement, the Architect/Engineer agrees as follows: The Architect/Engineer shall, in all solicitations or advertisements for employees placed by or on behalf of the Architect/Engineer, state that all qualified applicants will receive consideration for employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, physical handicap or disability. The Architect/Engineer shall furnish all information and reports required by Executive order 11246 of September 24, 1965, as amended by Executive order 11375 and by rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to Architect/Engineer books, records, accounts by the County and compliance review agencies for purposes of investigation to ascertain by the compliance with such rules, regulations, and orders. In the event of the Architect/Engineer's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with the Termination of Agreement section hereof and the Architect/Engineer may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

The Architect/Engineer will include subarticles 7.1 and 7.2 above in all Architect/Engineer's subcontracts in excess of \$10,000.00, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions will be binding upon each Sub-A/E.

- 7.5 **DISABILITY NONDISCRIMINATION AFFIDAVIT:** By entering into this Agreement with the County and signing the Disability Nondiscrimination Affidavit, the Architect/Engineer attests that this is not in violation of the Americans with Disabilities Act of 1990 (and related acts) or Miami-Dade County Resolution No. R-385-95. If the Architect/Engineer or any owner, subsidiary or other firm affiliated with or related to the Architect/Engineer is found by the responsible enforcement officer of the Courts or the County to be in violation of the act or the resolution, such violation shall render this Contract terminable in accordance with the Termination of Agreement subarticle hereof. This Agreement shall be void if the Architect/Engineer submits a false affidavit pursuant to this resolution or the Architect/Engineer violated the act or the resolution during the term of this Agreement, even if the Architect/Engineer was not in violation at the time it submitted its affidavit.

- 7.6 AFFIRMATIVE ACTION/NON DISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES: In accordance with the requirements of Section 2-8.1.5 of the Code, all firms with annual gross revenues in excess of \$5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the DBD. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board (the "Clerk"), an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit.

Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development (DBD). Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with Section 2-8.1.5 of the Code. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women/owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the County Code Section. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

- 7.7 CONTRACT MEASURES: The Architect/Engineer is required under this agreement to achieve the Contract Measures applied to this Project as shown in **Article 9 "Special Provisions"** of this Agreement and the attached schedule of participation, and letters of intent as presented in the A/E's proposal for the Project.

The Architect/Engineer must comply with the Miami-Dade County Community Business Enterprise Program (PSA) - Participation Provisions prepared by DBD or the Florida Disadvantaged Business Enterprise Participation Provisions, as applicable, and the level of participation as shown in the Architect/Engineer's proposal for this project.

The Department may declare the Architect/Engineer in default of this Agreement for failure of the Architect/Engineer to comply with the requirements of this subarticle.

ARTICLE 8

COMPENSATION FOR SERVICES

The County agrees to pay to the Architect/Engineer and the Architect/Engineer agrees to accept for all Services rendered pursuant to this Agreement, the amounts determined in accordance with this Article. No payment will be made to the Architect/Engineer for work performed without a Service Order.

- 8.1 BASIC SERVICES FEE: The Owner agrees to pay the Architect/Engineer, and the Architect/Engineer agrees to accept for Basic Services rendered pursuant to this Agreement, a Fixed Lump Sum Basic Services Fee of \$389,557.20, which includes all of the Fixed Lump Sum amounts listed below in subarticle 8.2.
- 8.2 PAYMENT FOR BASIC SERVICES: Except as provided hereafter, payments for each Phase shall not exceed the percentage of the total Basic Services compensation as shown on the following Schedule of Payments for Basic Services. In the event that Basic Services are required under this Agreement by Service Order, the percentage of compensation will be defined in the Service Order.

SCHEDULE OF PAYMENTS FOR BASIC SERVICES

COMPENSATION DUE THE A/E UPON COMPLETION OF EACH OF THE PHASES OF THE BASIC SERVICES

PHASE NO.	FIXED LUMP SUM FEE
1A Program Verification	
1B/2 Preparation of Schematic Design & Design Development	
3A/3B 75% Complete Contract Documents	
3C 100% Complete Contract Documents	

PHASE NO.	FIXED LUMP SUM FEE
3D Bid Contract Documents	
4 Bidding & Award of Contract	
5 Work Related Services	
Completion and Acceptance of all Services except the Warranty Inspection	
Completion and Acceptance of All Work	

- 8.2.1 The Architect/Engineer shall not be entitled to compensation for Phases 3A through 4 (Design Development through Bidding) for alternates required because of the failure of the Architect/Engineer to design the Project so that it may be constructed within the total established construction budget.
- 8.2.2 No further progress payment will be made should the Probable Construction Cost of any phase exceed the budget until an alternate design is provided in accordance with Article 4.
- 8.2.3 Payments of the Work Related Services Fee, Phase 5, shall be made in monthly installments. The amount of each monthly installment payment shall be determined by increasing the Construction Contract Time for completion of all work for this project, as stated in the Project Manual in calendar days, by twenty percent (20%) then dividing the calculated number of days by 30 days/month and rounding up to the next integer. This integer will be the number of months over which the Work Related Services Fee will be paid.

- 8.2.3.1 In the event that prolonged period of Work Related Services, Phase 5, of Basic Services becomes necessary, payment for the prolonged period of Work Related Services shall be the same amount as the monthly installment payments for Work Related Services. Payments for prolonged period of Work Related Services shall begin once the original contract time has been exceeded by twenty percent (20%) if such extended time is due to no fault of the Architect/Engineer.

8.3 PAYMENT FOR ADDITIONAL AND WORK-SITE SERVICES: The fee for Additional Services and Work-Site Services authorized in accordance with **Article 5 "Additional and Construction Administration Services"** of this Agreement will be computed by one of the following methods as mutually agreed to by the Owner and the A/E:

Fixed Lump Sum

Multiple of Direct Salaries

8.3.1 Fixed Lump Sum: Under this compensation basis, the A/E agrees to perform specifically described services for an agreed fixed dollar amount of compensation.

8.3.2 Multiple Of Direct Salaries: The compensation to be paid shall consist of the Direct Salaries of such personnel, as reported to the Director of the United States Internal Revenue Services, times a multiple of such Direct Salaries. All payments on the Multiple of Direct Salaries basis shall be in accordance with the payment for Additional Services section of this article. A not-to-exceed cap for the total fee for assignments given under this compensation basis shall be established prior to the issuance of the initial Service Order.

8.3.3 The fee to the A/E for Additional Services or Work-Site Services based on a Multiple of Direct Salaries shall be determined as follows:

8.3.3.1 Compensation for One (1) principal shall be at the flat rate without application of any multiplier of \$120.00 per hour.

Principal(s) to be paid this rate is/are those listed by name in Appendix 1- "Principals of the Architect/Engineer", attached to this Agreement.

Upon mutual agreement between the Owner and the A/E, the principals identified in Appendix 1- "Principals of the Architect/Engineer", may be substituted, provided the total number of principals does not exceed the number of principals originally listed.

Compensation for all other personnel shall be a multiple of 2.85 times Direct Salaries. The maximum rate of compensation for personnel including the multiple of direct salary shall not exceed \$120.00 per hour. The above referenced multiplier and not to exceed hourly rate will apply to the following personnel and stated hourly rate: Project Manager \$42.10; Senior Engineer \$38.00; Engineer \$26.00; Draftsperson \$22.00;

- 8.3.3.2 In the event the Department authorizes the A/E to perform Work-Site Services, compensation shall be at a multiple of 2.0 times the Direct Salaries. The maximum rate of compensation for personnel including the multiple of direct salary shall not exceed \$95.00 per hour.
- 8.3.3.3 During the term of this Agreement, the Owner may, by authorized Service Order only, adjust the maximum rates of compensation for personnel as listed above, (excluding adjustments to the multiple) to reflect the change in the Consumer Price Index ("CPI") on a year-by-year basis for the five (5) year original term of this Agreement and up to three (3) one year extensions. Such adjustment will be based on the cumulative change of the CPI for the Miami urban area since the beginning of the term of this Agreement; provided, however, the cumulative increase for the five (5) years and up to three (3) one (1) year extensions shall not exceed an aggregate total of ten percent (10%).
- 8.3.3.4 Compensation for authorized overtime services shall be a multiple of 1.1 times the premium pay portion of the overtime services.
- 8.3.3.5 A/E shall not invoice Owner for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, telephone (except long distance calls authorized by the Owner), and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproduction of drawings and/or specifications for internal use, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and subsistence not directly related to the Project. The multiple factor set forth above shall cover all such costs pertinent to the Project.
- 8.3.3.6 When Additional Services are authorized as a Multiple of Direct Salaries, the A/E shall submit the names, classification, salary rate per hour, hours worked, and total charge for all personnel directly engaged on the project.
- 8.4 PAYMENT FOR REIMBURSABLE EXPENSES: Reimbursable Expenses as described in **Article 6 "Reimbursable Expenses"** of this Agreement will be reimbursed by the Owner as verified by appropriate bills, invoices or statements.
- 8.5 INVOICES AND METHODS OF PAYMENT: The A/E shall submit monthly to the Project Manager, two (2) copies of a duly certified invoice for payments due on account of the portion(s) of the Services performed and eligible for payment based upon the earned value measurement procedure contained in the DSCMP. A copy of the applicable Service Order shall accompany the original copy of the invoice. The format, content and submittal date of the invoice shall be as specified by the Project Manager. The Architect/Engineer will meet monthly with the Project Manager to verify that the A/E's reported

progress and earned value is in accordance with the accepted DSCMP. Monthly progress payments will be based on the monthly DSCMP meeting with the Project Manager.

The County shall pay the A/E within forty-five (45) calendar days of receipt of the A/E's invoice, pursuant to Section 218.74, Florida Statutes and Section 2-8.1.4(4)(b), Code of Miami-Dade County, Florida (1994). All invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Project Manager. Payment may be withheld or delayed for failure of the A/E to comply with a term, condition, or requirement of this Agreement. Within the time for payment, the County shall deliver written notice to A/E setting forth the specific reasons why any portion(s) of an invoice are not being paid. Interest on improperly delayed payments shall be paid at the rate of one percent (1%) per month, and commence thirty (30) days after the due date of the payment.

- 8.6 **PAYMENT TO SUB-ARCHITECT/ENGINEERS:** All payments to Sub-A/E(s) employed hereunder shall be the sole responsibility of the A/E unless otherwise provided for herein or within a Service Order. The A/E shall, upon receipt of progress and/or final billing(s) from such Sub-A/E(s) for Services satisfactorily performed, incorporate such billing(s) in the manner and to the extent appropriate to the applicable payment basis(es), in the next following invoice submitted by the A/E to the Owner. The A/E shall not submit invoices, which include charges for Services by Sub-A/E(s), unless such Services have been performed satisfactorily and the charges are, in the opinion of the A/E, payable to such Sub-A/E(s). The A/E shall make all payments to such Sub-A/E(s) promptly following receipt by A/E of corresponding payment from the Owner. Prior to any payments to Sub-A/E(s), the A/E shall, if requested by the Project Manager, furnish to the Owner a copy of the agreement(s) providing for such payments.
- 8.7 **CONSEQUENCE FOR NON-PERFORMANCE:** Should the A/E fail to perform its services within the time frames outlined and such failure causes a delay in the progress of the Work, the A/E shall be liable for any damages to the Owner resulting from such delay.
- 8.8 **PAYMENT FOR ABANDONED, TERMINATED OR SUSPENDED SERVICES:** In the event of termination or suspension of the services or abandonment of a Project Element(s) (including the failure of the Owner to advertise the Contract Documents for bids, or the Owner's failure to award a Contract for the Work on the basis of any such bids received, within the time limits set forth in this agreement) the A/E shall be compensated as follows:
- 8.8.1 Payment for Services completed and approved prior to receipt by the A/E of notice of abandonment of a Project Element, termination or suspension, for which payment has not yet been made to the A/E by the Owner, shall be made in the same manner as would have been required had such abandonment of a Project Element, termination or suspension not occurred.

- 8.8.2 For Services partially completed and satisfactorily performed prior to receipt by the A/E of notice of abandonment of a Project Element, termination or suspension, the A/E shall be compensated on the basis of payment in same manner as would have been required had such abandonment of a Project Element, termination or suspension not occurred, adjusted to the level of completion portion of the service. A claim by the A/E for compensation shall be supported by such data as the Owner may reasonably require. In no case shall fees for partially completed Services exceed the fees which would have been paid for such Services had they not been abandoned, terminated or suspended.
- 8.8.3 Upon payment to the A/E for Service associated with abandoned, terminated or suspended Project Elements in accordance with this Article, the A/E shall have no further claim for Services related to the abandoned, terminated or suspended Project Elements.
- 8.8.4 No payment shall be made by the Owner to the A/E for loss of anticipated profit(s) from any abandoned, terminated or suspended Project Elements.
- 8.9 MAXIMUM PAYABLE FOR ADDITIONAL SERVICES, WORK SITE SERVICES AND REIMBURSABLE EXPENSES: The aggregate sum of all payments to the Architect/Engineer for Additional Services, Work-Site Services and Reimbursable Expenses payable on this Project shall not exceed \$258,000. Any portion of this sum for which the Project Manager does not authorize payment in writing shall remain the property of Owner. This amount is intended to establish a cumulative fund to be used for Additional Services, Work-Site Services and Reimbursable Expenses. The Department may adjust the amounts between the service categories as long as the cumulative amount above is not exceeded.
- 8.10 ACCOUNTS: Two (2) audit accounts are hereby established to pay for (1) mandatory random audits by the County's Inspector General pursuant to Section 2-1076 of the Code and (2) IPSIG services pursuant to Miami-Dade County Administrative Order No. 3-20. The amount for the Inspector General Audit Account is hereby set at One Thousand Six Hundred Eighteen dollars and Ninety Cents (\$1,618.90). The amount for the Independent Private Sector Inspector General Audit Account is hereby set at Six Thousand Four Hundred Seventy Five dollars and Fifty-eight Cents (\$6,475.58). The A/E shall have no entitlement to any of these funds. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from these audit accounts remain the property of the County.
- 8.11 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT: Except as otherwise provided for herein, the total authorized amount for this Agreement is Six Hundred Fifty Five Thousand Six Hundred Fifty Two (\$655,652.00). The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this authorized agreement amount remain the property of the County.

ARTICLE 9

SPECIAL PROVISIONS

- 9.1 Subarticle 2.1, is hereby deleted.
- 9.2 Subarticle 4.2 is hereby deleted in its entirety and replaced with the following:

BASIC SERVICES SCHEDULE AND SUMMARY: The Architect/Engineer agrees to furnish or cause to be furnished to the extent authorized by Service Order all architectural and engineering professional services, as further specified below, designated as Basic Services, in the Phases delineated and described herein unless modified by the Service Order, for the design, construction Work Related Services, and satisfactory completion of the Project described in a Project component or as may otherwise be described in **Article 9 "Special Provisions"** of this Agreement. The Architect/Engineer shall be responsible for correction of any errors, omissions and/or ambiguities, as determined by the Owner/Project Manager, resulting from the Services.

Upon receipt by the Architect/Engineer of a Project component's Service Order to proceed with Phase 1 services, the Architect/Engineer shall prepare and submit to MDAD, for its review and approval, a DSCMP for the first three phases of the project. The DSCMP shall be provided in Excel, Microsoft Project, or Primavera formats and shall include, among other things, proposed durations, from authorization to proceed, for each phase that are consistent with the following durations:

Phase 1A	Program Verification,	40 days
Phase 1B/2	Preparation of Schematic Design Documents And Design Development	45 days
Phase 3A/B	75% Complete Contract Documents	60 days
Phase 3C	100% Complete Contract Documents	30 days
Phase 3D	Bid Documents	15 days

- 9.3 Phase 1B - Schematic Design and Phase 2 - Design Development are combined into one Phase entitled Schematic Design and Design Development. All references to either Phase 1B or Phase 2 in the body of the contract are to be read as Phase 1B/2.
- 9.4 Phase 3A - 30% Contract Documents and Phase 3B - 75% Contract Documents are combined into one Phase entitled Phase 3A/3B 75% Contract Documents. All references to either Phase 3A or Phase 3B in the body of the contract are to be read as Phase 3A/3B.
- 9.5 Pursuant to subarticle 4.2.1, the Architect/Engineer shall furnish or cause to be furnished architectural services; engineering services, including all civil, structural, electrical, mechanical, plumbing, HVAC, and fire protection; interior design; signage and graphics; maintenance of traffic; safety plans; environmental, including removal and disposal of contaminated soils/water, asbestos abatement, erosion controls, Storm Water Pollution Prevention Plan ("SWPPP") provisions, and preliminary application for the dewatering

permits; lighting; communications; landscape design; interior decorating; industrial design; people movers; baggage conveyors; as well as related other apron facilities.

- 9.6 Subarticle 4.5.2.2 Add the following in the fifth line after "... contract with the County.":
"The Consultant shall provide all required designs and walk the plans through the authority having jurisdiction."
- 9.7 Add new subarticle 6.4 to read **"Equipment required for structural investigations of exterior building surfaces (personnel lifts, stage lifts, etc.) will be a direct reimbursable expense"**.
- 9.8 Pursuant to subarticle 7.7, the contract measure for this Agreement is:
One (1) Agreement – 25% Community Business Enterprise (CBE) Goal.
- 9.9 Subarticle 8.2 is hereby deleted in its entirety and replaced with the following:

PAYMENT FOR BASIC SERVICES: Except as provided hereafter, payments for each Phase shall not exceed the amount of the total Basic Services compensation as shown on the following Schedule of Payments for Basic Services.

SCHEDULE OF PAYMENTS FOR BASIC SERVICES
COMPENSATION DUE THE A/E
UPON COMPLETION OF EACH OF THE PHASES OF THE
BASIC SERVICES

PHASE NO.	FIXED LUMP SUM FEE
1A Program Verification	\$26,434.77
1B/2 Preparation of Schematic Design & Design Development	\$32,018.55
3A/3B 75% Complete Contract Documents	\$86,900.67
3C 100% Complete Contract Documents	\$66,475.46

PHASE NO.	FIXED LUMP SUM FEE
3D Bid Contract Documents	\$9,190.44
4 Bidding & Award of Contract	\$7,206.83
5 Work Related Services	\$55,059.24
Completion and Acceptance of all Services except the Warranty Inspection	\$5,065.89
Completion and Acceptance of All Work	\$3,061.20

- 9.10 The maximum payable for Additional Services and Reimbursable Expenses in subarticle 8.9 is based on the following budgets:

Allowance Account for testing, equipment and other reimbursable items	\$50,000.00
Allowance Account for life safety changes mandated by authorities having Jurisdiction	\$75,000.00
Allowance account for unforeseen structural damages uncovered during Investigation	\$65,000.00
Allowance account for creation of additional electronic base drawings	\$10,000.00
Additional Services	\$58,000.00

Notwithstanding the above budget schedule the Owner reserves the right to adjust the amounts between the categories by service order in any manner it deems necessary to effect the successful completion of the project in a cost effective manner so long as the total fees authorized do not exceed the total remaining funds in subarticle 8.9.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

ARCHITECT/ENGINEER (CORPORATION)

ATTEST:

Secretary: _____

(Signature and Seal)

By: _____

(Legal Name of Corporation)

EAC CONSULTING, INC.

Architect/Engineer - Signature

Enrique Crooks

Enrique Crooks, President

(Type Name)

(Type Name & Title)

ARCHITECT/ENGINEER (INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE)

Legal Name

Witness: _____

By: _____

Signature

Witness: _____

(Type Name)

SSN: _____

MIAMI-DADE COUNTY, FLORIDA

ATTEST:

_____, CLERK

BY: _____

Deputy Clerk

By: _____

County Manager

(Dade County Seal)

Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDIX 1

PRINCIPALS OF THE ARCHITECT/ENGINEER



September 20, 2004

Margaret H. Moss
Aviation Sr. Procurement Contracts Officer
Contracts Administration Division
Miami International Airport
P.O. Box 592075
Miami, FL 33159

**RE: Refurbishment of the Flamingo and Dolphin Garages, PAP
Principals and Critical Personnel List
CICC Project No. E04-MDAD-02
EAC Project No. 04028.01**

Dear Ms. Moss:

To follow are the names of the Principal and critical personnel that are presented by EAC to provide services on the subject project.

- | | | |
|----|--------------------------|--------------------|
| 1) | Enrique A. Crooks, P.E. | - Principal |
| 2) | Richard O. Kinkead, P.E. | - Project Manager |
| 3) | Arturo Gomez, P.E. | - Project Engineer |

If you have any questions, please call me at your earliest convenience.

Sincerely,
EAC Consulting, Inc.

Enrique Crooks, P.E.

cc: Richard O. Kinkead, P.E. (EAC)
Arturo Gomez, P.E. (EAC)

86

APPENDIX 2

CRITICAL PERSONNEL
(Per Article 3.23)



September 20, 2004

Margaret H. Moss
Aviation Sr. Procurement Contracts Officer
Contracts Administration Division
Miami International Airport
P.O. Box 592075
Miami, FL 33159

**RE: Refurbishment of the Flamingo and Dolphin Garages, PAP
Principals and Critical Personnel List
CICC Project No. E04-MDAD-02
EAC Project No. 04028.01**

Dear Ms. Moss:

To follow are the names of the Principal and critical personnel that are presented by EAC to provide services on the subject project.

- | | | |
|----|--------------------------|--------------------|
| 1) | Enrique A. Crooks, P.E. | - Principal |
| 2) | Richard O. Kinkead, P.E. | - Project Manager |
| 3) | Arturo Gomez, P.E. | - Project Engineer |

If you have any questions, please call me at your earliest convenience.

Sincerely,
EAC Consulting, Inc.

Enrique Crooks, P.E.

cc: Richard O. Kinkead, P.E. (EAC)
Arturo Gomez, P.E. (EAC)

AFFIDAVITS

DBD

DEPARTMENT OF
BUSINESS DEVELOPMENT

December 30, 2003

Enrique Crooks
EAC Consulting, Inc.
815 N.W. 57th Avenue, Suite 402
Miami, FL 33126

Re: Affirmative Action Plan (No. 0095-0317)

Dear Mr. Crooks:

Your firm's Affirmative Action Plan has been approved. A copy of your Declaration of Policy is enclosed for display in a conspicuous location within your facility.

Your Affirmative Action Plan approval is effective until **December 31, 2004**. This expiration date coincides with your current Pre-Qualification Certification expiration date as mandated by Miami Dade County Administrative Order 3-33.

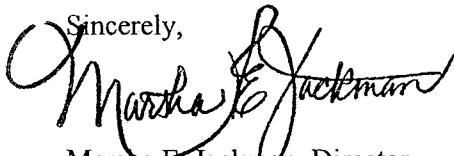
In the future, in order to ensure the timely processing of your A/E PQC renewal, please submit complete renewal package containing the following items: (1) an updated Affirmative Action Plan; (2) List of Approved Technical Certification Categories; (3) Business Entity Registration; and (4) Technical Certification Supplement.

Please submit the above-listed documents, **by no later than November 30, 2004** to the following address:

**Department of Business Development
175 N.W. First Street, 28th Floor
Miami, Florida 33128
Attention: Fredric Toney
Pre-Qualification Certification Unit**

If you have any questions regarding this matter, please contact Fredric Toney, Pre-Qualification Certification Unit at (305) 375-1048 or via e-mail at Ftonney@miamidade.gov.

Sincerely,



Marsha E. Jackman, Director
Department of Business Development

Enclosure



70




EAC CONSULTING, INC.

815 NW 57th Avenue
Suite 402
Miami, FL 33126

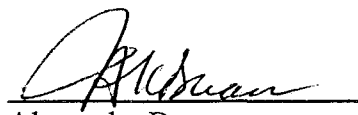
Telephone: (305) 264-2557
Facsimile: (305) 264-8363

DECLARATION OF POLICY

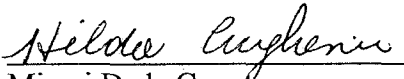
In accordance with requirements of Miami Dade County Ordinances 82-37, Ordinance 98-30 and Resolution No. 1049-93, EAC Consulting, Inc. Affirms its commitment to the submittal of an Affirmative Action Plan for the purpose of maintaining equal employment and promotional opportunity, with part particular emphasis on the minority workforce population and the utilization of Minority professional firms, consultants and/or suppliers.


Enrique Crooks
President

12/3/03
Date:


Alexandra Bevans
Business Development and Affirmative
Action Officer

12/2/03
Date:


Miami Dade County
Representing Authority

12-23-2003
Date:

**EAC Consulting, Inc.
Affirmative Action Plan**

Programmatic Activities and/or Goals

Compliance with Applicable Regulations

EAC Consulting, Inc. will implement, monitor and enforce this Affirmative Action Plan in conjunction with the applicable federal and state laws, regulations and local nondiscrimination and fair employment laws and directives, in particular, addressing critical areas of affirmative action in the employment and promotion of black workforce as required by Miami Dade County ordinance 82-37.

Recruitment/Advertisement

1. Recruitment of minorities will be an active ongoing process. All recruitment advertisements will be placed, whenever feasible, in newspaper and other media directed to the minority community. These include the Miami Times and El Nuevo Herald.
2. Advertisements will show **EAC Consulting, Inc.** as an equal opportunity employer.
3. Request for applicants will be directed to minority organizations as well as to predominantly minority colleges.
4. **EAC Consulting, Inc.** will contact and request referrals from minority and women organizations, when a hiring opportunity occurs. These include.
 - Latin American Builders Association
 - NAACP

Hiring Procedures

It is the policy of **EAC Consulting, Inc.** to recruit, hire and promote for all job classifications without regard to race, color, religion, sex, marital status, national origin, ancestry, age, present or past history of mental disorder, mental retardation, sexual orientation, citizenship status, learning disability or physical handicap, except where any of the above is a bona fide occupation qualification or need.

All employment decisions are based solely upon an individual's qualifications for the position being filled to further the principal of equal employment opportunity.

Promotion Procedures

Additional education, whether formal or through professional society programs, is encouraged by the Company and is considered when making work assignments and promotion decisions. Experience and job performance will also play a role in promotion decisions.

Training Procedures

Minority, handicapped and female employees are offered a full opportunity and are encouraged to participate in all company sponsored training activities. All employees will be encouraged to further themselves through education and or training.

Publicity (internal/external)

The firms Affirmative Action Officer, Enrique A. Crooks, will be responsible for implementation of the **EAC Consulting, Inc.** Affirmative Action Program. He will be the liaison with the minority and women's organizations and community action groups.

Our equal employment opportunity policy will be communicated by:

1. Periodic staff meetings. As well as meetings with those in charge of hiring and promoting to inform them of the importance of affirmative action.
2. Company publications with articles covering EEO programs, progress reports, and the promotion of minority employees.
3. Incorporating the EEO clause in all leases and contracts;
4. Verbal and/or written notification to minority and women's organizations, community agencies, community leaders, secondary schools, and colleges of our policy.
5. Verbal and/or written notification of the company policy to subcontractors, vendors and suppliers requesting appropriate action on their part.

Procurement Policy

It is the policy of **EAC Consulting, Inc.** and all of its subsidiaries and affiliates to afford equal opportunity to all vendors and suppliers of materials to **EAC Consulting, Inc.** Firms providing goods, and services to **EAC Consulting, Inc.** shall not be discriminated against based on owner's race, age, sex, religion and status as a veteran or national origin.

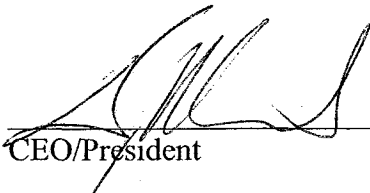
EAC Consulting, Inc. will

1. Solicit bids from all qualified firms, regardless of ownership. Including the utilization of lists of qualified vendor maintained by the Department of Business Development.
2. Evaluate all bids so as to further the principles of non-discrimination and equal opportunity.
3. Insure that final purchases are in accordance with the principals of equal opportunity.
4. Insure that all procurement actions such as repeat purchases, extensions, change orders, acceptance policy, etc.

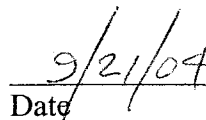
This will be administered without regard to race, age, sex, religion, status as a veteran or national origin.

Enrique A. Crooks, P.E. has been appointed an EQUAL OPPORTUNITY OFFICER with coordination and implementation of the program with operating officials and supervisory personnel. Further, he is responsible for reporting to me at regular intervals regarding purchases and contracting.

I firmly endorse and support our equal opportunity program and have established and Affirmative Action Program to ensure our continued commitment. I am confident that all **EAC Consulting, Inc.** and subsidiaries and affiliates will provide their support, cooperation and effort to ensure the commitment successful achievement of this program.



CEO/President



Date

Procurement Procedure

EAC Consulting, Inc. shall purchase all commodities, equipment and services through the normal purchasing procedures implemented by department heads, supervisors and other responsible for purchasing for **EAC Consulting, Inc.** The following bidding procedures shall be utilized (bidding requirements are based on total cost of the purchase):

1. **Purchase \$250 to \$999:**

Telephone quotes will be obtained from at least three (3) businesses, particularly when the vendor list contains more than three (3) suppliers for the requested services or commodity. The purchase order will be issued to the lowest qualified and responsible bidder:

2. **Purchase \$1,000 to \$4,999:**

Written quotes will be solicited using the solicitation of quote form detailing the items or services to be purchased and other pertinent information and mailed to interested businesses. The purchase orders shall be issued to the lowest, qualified and responsible bidder.

3. **Purchase \$5,000 and up:**

Formal sealed bids will be solicited by mailing an Invitation to Bid@ form to interested companies. All bids must be received prior to or by the scheduled bid opening date and time. Bids received after scheduled opening will be returned unopened. At the scheduled date and time, the bids are opened and read publicly. The award will be made to the lowest qualified and responsible bidder meeting the specifications.

MIAMI-DADE COUNTY

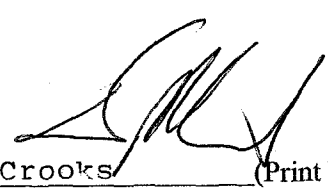
**MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS AND
CERTIFICATIONS**

Project Title Refurbishment of Flamingo and Dolphin Garages PAP

Project Number E04-MDAD-02

COUNTY OF Miami Dade

STATE OF Florida

Before me the undersigned authority appeared, Enrique Crooks  (Print Name)

who is personally known to me or who has provided _____

as identification and who did (did not) take an oath, and who stated:

That he is the duly authorized representative of

EAC Consulting, Inc.

(Name of Firm/Respondent)

815 NW 57th Avenue, Suite 402, Miami, FL 33126

(Address of Firm/Respondent)

hereinafter referred to as the contracting entity being its

(Sole Proprietor)(Partner)(~~President~~ or Other Authorized Officer)

and as such has full authority to make these affidavits/certifications and say as follows.

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I**

That the information given herein and in the documents attached hereto is true and correct.

1. The full legal name and business address* of the person or entity contracting or transacting business with Miami-Dade County is:

_____ EAC Consulting, Inc. _____
_____ 815 NW 57th Avenue, Suite 402 _____
_____ Miami, FL 33126 _____

2. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* and title for each officer.

_____ EAC Consulting, Inc. _____
_____ 815 NW 57th Avenue, Suite 402, Miami, FL 33126 _____
_____ Enrique Crooks - President _____

3. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* for each director.

_____ Same as No. 2 _____

4. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage.

_____ EAC Consulting, Inc. _____
_____ 815 NW 57th Avenue, Suite 402, Miami, FL 33126 _____
_____ Enrique Crooks - 100% _____

5. If the contract or business transaction is with a Trust, provide the full legal name and address* for each trustee and each beneficiary. All such names and addresses are:

_____ Not Applicable _____

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I (Cont'd)

6. The full legal name and business addresses* of any other individuals (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:

Not applicable

7. If a Corporate Joint Venture, list the names and titles of the Officers of the Corporate Members of the Joint Venture:

(a) President: Not Applicable

(b) President: _____

Vice-Pres: _____

Vice-Pres: _____

Secretary: _____

Secretary: _____

Treasurer: _____

Treasurer: _____

8. If a Non-Corporate Partnership or Joint Venture, list the names of the Principals of the Non-Corporate Partnership or Joint Venture:

(c) Not Applicable
(Name)

(d) _____
(Name)

(c) _____
(Title)

(d) _____
(Title)

9. State whether the person or entity contracting or transacting business with Miami-Dade County has a collective bargaining agreement with its employees (Yes/No): NO

10. Attach a list of the health care benefits to be paid to employees performing work under this Contract.

Please see attached

11. Attach a list reflecting the current breakdown of the entity's work force and ownership as to race, national origin and gender.

Please see attached

(ADD EXTRA SHEETS IF NEEDED)

* Post Office Box addresses not acceptable.

** If a Joint Venture, list this information for each member of the Joint Venture

Insurance Rates 2004

HMO				
HMO	Monthly Cost	Company Portion	Employee Portion	Bi-Weekly Deduction
Employee	\$ 255.59	\$ 255.59	\$ -	\$ -
Employee & Spouse	\$ 511.18	\$ 255.59	\$ 255.59	\$ 117.96
Employee & Children	\$ 485.62	\$ 255.59	\$ 230.03	\$ 106.17
Employee & Family	\$ 817.89	\$ 255.59	\$ 562.30	\$ 259.52

EPO				
EPO	Monthly Cost	Company Portion	Employee Portion	Bi-Weekly Deduction
Employee	\$ 311.85	\$ 255.59	\$ 56.26	\$ 25.97
Employee & Spouse	\$ 623.68	\$ 255.59	\$ 368.09	\$ 169.89
Employee & Children	\$ 592.50	\$ 255.59	\$ 336.91	\$ 155.50
Employee & Family	\$ 997.91	\$ 255.59	\$ 742.32	\$ 342.61

DENTAL				
Dental	Monthly Cost	Company Portion	Employee Portion	Bi-Weekly Deduction
Employee	\$ 32.67	\$ 32.67	\$ -	\$ -
Employee & Spouse	\$ 73.31	\$ 32.67	\$ 40.84	\$ 18.85
Employee & Children	\$ 68.14	\$ 32.67	\$ 35.67	\$ 16.46
Employee & Family	\$ 110.26	\$ 32.67	\$ 77.79	\$ 35.90

Participating pharmacy coverage

Your pharmacy coverage includes a three-tier copayment benefit. This means that when you present your membership card at a participating pharmacy, you will be required to make a copayment for your prescriptions based on the type of medication you purchase:

- For a generic drug on the formulary, you will make a \$5 copayment for a maximum 30-day supply.
- For a brand-name drug on the formulary, when a generic equivalent is not available, you will make a \$15 copayment for a maximum 30-day supply.*
- For a drug that is not on the formulary and a generic equivalent is not available, you will make a \$30 copayment for a maximum 30-day supply.*

There are no claim forms to file if you present your membership card with each prescription.

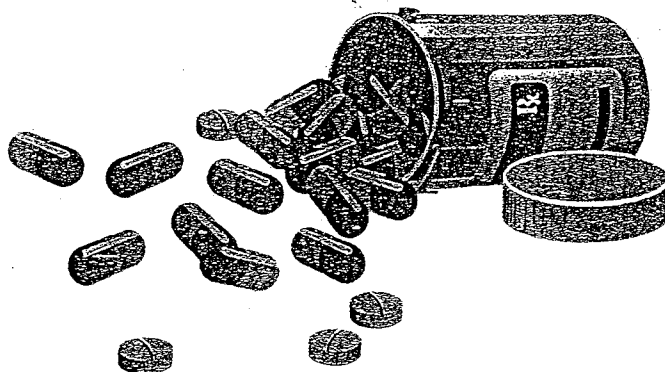
Coverage specifics

Your coverage includes the following:

- A 30-day supply or the amount prescribed, whichever is less
- Oral contraceptives
- Self-administered injectable drugs approved by Humana will be paid at the applicable copayment
- Drugs, medicines or medications that under federal or state law may be dispensed only by prescription from a physician.

Formulary

The Humana formulary is a comprehensive list that includes more than 850 brand-name and generic drug products that are approved by Humana and are available for use by members as a medication covered by their



health care plan. It was developed and is maintained by a medical committee comprised of physicians and pharmacists. The formulary consists of medications chosen for their safety, effectiveness and affordability. If you purchase a prescribed medication that is not included on the formulary, you will pay the applicable copayment. Information about the Humana drug formulary is available to members by contacting a customer service representative at 1-800-4HUMANA (1-800-448-6262). For a complete listing of participating pharmacies, please refer to your participating provider directory. If you use a nonparticipating pharmacy, there is no coverage, except for prescriptions required during an emergency.

Mail order benefit

For your convenience, you may receive a maximum 90-day supply of a prescribed maintenance medication for the cost of three applicable copayments per 90-day supply.*

\$15 generic/\$45 brand/\$90 non-formulary

Please refer to the mail order brochure for a more detailed description of mail order benefits.

*When available, generic medications will be used to fill your prescriptions. If you or your physician prefer a brand-name medication when its generic equivalent is available, you must pay 100 percent of the difference in cost between the brand-name medication and generic as well as the applicable generic copayment. If no generic equivalent is available, you will receive the brand-name prescription for the applicable copayment.



HUMANA®

HumanaHMO Summary of Member Benefit

FLORIDA

HUMANA HMO. QUALITY CARE MADE SIMPLE.

HumanaHMO is a simple health plan that enables you to take advantage of care arranged by a personal doctor from our network.

Your personal doctor guides you through our health care system to ensure you receive appropriate care.

Preventive Care. Services that keep you healthy are central to this plan and therefore available as first-dollar coverage.

Medical Information. Anytime medical information is needed, a member can call HumanaFirst®, our toll-free 24-hour information hotline. Specially trained registered nurses will lead you through a series of questions about your symptoms, using a leading-edge database developed by doctors.

Special Care. When members need special care, HumanaHMO offers programs designed to improve the quality of life. The following programs may be available in your area:

- Congestive Heart Failure
- Neonatal Intensive Care
- Maternal Child Health
- Renal Management

Questions? Whenever you have a question about any part of your Humana plan, you can expect personal easy-to-use service. It's that simple!

For general questions about the plan, contact your benefits administrator.

Plan 2, Option 26

Preventive Care

- Routine physical exams
- Well-baby care
- Well-woman care

Physician Services

- Office visits in conjunction with an illness or injury
- Diagnostic lab testing and X-rays
- Allergy tests
- Surgery performed in a physician's office
- Emergency room visits
- Outpatient physician care

Hospital Services

- Inpatient care
(semi-private room, ancillary services, physician visits)
- Preadmission testing
- Outpatient hospital care
(outpatient surgery and medically necessary services and supplies)
- Outpatient non-surgical care
- Urgent care
- Emergency care
(in or out of service area) (emergency room, emergency services)

Prescription Drugs

Other Medical Services

- Short-term physical, speech, occupational, respiratory and radiation therapy
- Skilled nursing facility
(up to 100 days per year)
- Hospice services
(inpatient and outpatient combined maximum \$5,000)
- Ambulance
- Home health care

Copayment Limit

- Individual
- Family

Mental Health Services

- Inpatient
(maximum of 30 days per calendar year)
- Outpatient
(maximum of 20 visits per calendar year)

Alcohol and Chemical Dependency

- Inpatient
- Outpatient
(detox)
- Outpatient
(excluding detox) (maximum 44 visits per year)

Plan Pays For Services Provided Or Arranged By Your Participating Primary Care Physician

100%
after \$10 Primary Care Physician/Pediatrician copayment per visit (Other Specialists covered in full)

100%
after \$10 Primary Care Physician copayment per visit (Specialists covered in full with referral)

100%
after a \$200 copayment per admission

100%

100%
after \$25 copayment

100%
after \$50 copayment per visit (waived if admitted)

Prescription coverage is optional. See attached drug rider if applicable.

100%

100%
after \$10 copayment per visit

\$1,500
\$3,000

100%
after \$200 copayment per admission

100%
after \$10 copayment per visit

100%
after \$200 copayment per admission

100%

100%
up to \$35 per visit

Medical services must be provided or arranged by your participating primary care physician.

PLEASE READ YOUR CERTIFICATE OF COVERAGE CAREFULLY TO FULLY UNDERSTAND THE LIMITATIONS AND EXCLUSIONS OF A PRE-EXISTING CONDITION. SHOULD YOU DEMONSTRATE CREDITABLE COVERAGE YOUR PRE-EXISTING EXCLUSION, IF ANY, WILL BE REDUCED BY ALL PERIOD OF CREDITABLE COVERAGE.

101

We're All Humana

FLORIDA

CHOOSE FLEXIBILITY— AND COST SAVINGS.

HumanaPPO combines the cost-saving incentives of a modern health plan with freedom of choice. When you see participating providers, you receive services at a discounted level. At the same time, you retain the flexibility to see any doctor.

Medical Information. Anytime medical information is needed, you can call HumanaFirst®, our toll-free 24-hour information hotline. Specially trained registered nurses will lead you through a series of questions about your symptoms, using a leading-edge database developed by doctors. HumanaFirst® is available to members only.

Special Care. When special care is needed, HumanaPPO offers programs designed to improve quality of life. The following programs may be available in your area:

- Congestive Heart Failure
- Neonatal Intensive Care
- Maternal Child Health
- Renal Management

Rx3 Prescription Coverage. Humana's innovative prescription drug coverage program gives you a range of choices while continuing to help control rising drug costs. The pharmacy benefit identifies three categories of prescription drugs each with a corresponding copayment level (formulary generic, formulary brand and non-formulary).

The Humana formulary is a list of more than 850 preferred generic and brand-name drugs. The list is monitored and reviewed by a dedicated team of pharmacists and physicians.

Optional Benefits.

- \$500 supplemental accident benefit
- Enhanced preventive care - Provides additional coverage for routine X-ray, lab and pathology at 100% up to a maximum of \$200 per calendar year.

Questions? Whenever you have a question about any part of your Humana plan, you can expect personal, easy-to-use service. Just give us a call. It's that simple!

For general questions about the plan, contact your agent or local Humana sales office.

To be covered, expenses must be medically necessary. More information on medical necessity can be found in the plan documents.

1. To receive this benefit, you must call within 30 days of pregnancy confirmation.
2. If a brand-name drug is dispensed when generic is available, you will pay the applicable generic or non-formulary copayment plus the difference in cost between brand and generic. Maintenance drugs are also available via mail order. Please refer to the mail order brochure for instructions on how to receive this benefit.
3. See your employer or Certificate of Insurance for specific group benefits.
4. Prior authorization required in order to receive these benefits.
5. There is a separate coinsurance for participating and non-participating benefits.
6. Your out-of-pocket expenses will never exceed nonparticipating provider limits.

80/60 (Plan 57/03)

Preventive Care <ul style="list-style-type: none">• Immunizations (to age 18)• Mammograms and Pap smears Child Health Care Supervision (to age 17) <ul style="list-style-type: none">• Exam• Lab	100% 100% after \$15 copayment 100%	60% to coinsurance limit (not subject to deductible) 60% to coinsurance limit (not subject to deductible)																																																																																																
Physician Services <ul style="list-style-type: none">• Office visits• Routine physical exams (excluding routine lab, X-ray and pathology)• Diagnostic tests, lab and X-rays (when done in office by physician)• Allergy injections and serum• Office surgery• Inpatient services• Outpatient services• Physician visits to emergency room• Office therapy/chiropractic adjustment	100% after \$15 copayment per visit up to maximum of \$500 per visit, then 80% to coinsurance limit after deductible 100% up to maximum of \$500 per visit, then 80% to coinsurance limit after deductible 80% to coinsurance limit after deductible	60% to coinsurance limit after deductible																																																																																																
Hospital Services <ul style="list-style-type: none">• Inpatient care (semiprivate room and board, nursing care, ICU)• Diagnostic tests, lab and X-rays• Outpatient surgery• Outpatient nonsurgical care• Pregnancy• Emergency room	80% to coinsurance limit after deductible 80% to coinsurance limit after deductible	60% to coinsurance limit after deductible 60% to coinsurance limit after deductible																																																																																																
Prenatal Benefit (1)	100% to \$200. Benefits in excess of \$200 are payable under the pregnancy benefit.																																																																																																	
Prescription Drugs (coverage optional) (2) (3) <ul style="list-style-type: none">• Retail drug (30 day supply)• Mail order (90 day supply)	\$5 generic/\$15 brand/\$30 non-formulary or \$10 generic/\$20 brand/\$35 non-formulary or (Additional copayments available for groups of 100 or more) 3 times the retail copayment	70% of actual charges, after applicable copayment and difference in cost between brand and generic if applicable 3 times the retail copayment																																																																																																
Other Medical Services <ul style="list-style-type: none">• Ambulance• Home health care (up to 40 visits per calendar year) (4)• Skilled nursing facility (up to 30 days per calendar year) (4)• Durable medical equipment• Hospice (4)	80% to coinsurance limit after deductible	60% to coinsurance limit after deductible																																																																																																
Out-Of-Pocket Amounts <ul style="list-style-type: none">• Annual deductible (3)• Annual coinsurance limit (3) (5) -\$2,500 -\$5,000 -\$10,000	<div>\$250/\$500/\$750/\$1,000 per member \$750/\$1,000/\$1,500/\$2,000 per family</div> <table><tr><th colspan="3">Out-of-pocket maximums (includes deductible)</th><th colspan="3">Out-of-pocket maximums (6) (includes deductible)</th></tr><tr><th>Deductible</th><th>Single</th><th>Family</th><th>Deductible</th><th>Single</th><th>Family</th></tr><tr><td>\$250</td><td>\$750</td><td>\$1,500</td><td>\$250</td><td>\$1,250</td><td>\$2,500</td></tr><tr><td>500</td><td>1,000</td><td>2,000</td><td>500</td><td>1,500</td><td>3,000</td></tr><tr><td>750</td><td>1,250</td><td>2,500</td><td>750</td><td>1,750</td><td>3,500</td></tr><tr><td>1,000</td><td>1,500</td><td>3,000</td><td>1,000</td><td>2,000</td><td>4,000</td></tr><tr><td colspan="6"> </td></tr><tr><td>\$250</td><td>\$1,250</td><td>\$2,500</td><td>\$250</td><td>\$2,250</td><td>\$4,500</td></tr><tr><td>500</td><td>1,500</td><td>3,000</td><td>500</td><td>2,500</td><td>5,000</td></tr><tr><td>750</td><td>1,750</td><td>3,500</td><td>750</td><td>2,750</td><td>5,500</td></tr><tr><td>1,000</td><td>2,000</td><td>4,000</td><td>1,000</td><td>3,000</td><td>6,000</td></tr><tr><td colspan="6"> </td></tr><tr><td>\$250</td><td>\$2,250</td><td>\$4,500</td><td>\$250</td><td>\$4,250</td><td>\$8,500</td></tr><tr><td>500</td><td>2,500</td><td>5,000</td><td>500</td><td>4,500</td><td>9,000</td></tr><tr><td>750</td><td>2,750</td><td>5,500</td><td>750</td><td>4,750</td><td>9,500</td></tr><tr><td>1,000</td><td>3,000</td><td>6,000</td><td>1,000</td><td>5,000</td><td>10,000</td></tr></table>		Out-of-pocket maximums (includes deductible)			Out-of-pocket maximums (6) (includes deductible)			Deductible	Single	Family	Deductible	Single	Family	\$250	\$750	\$1,500	\$250	\$1,250	\$2,500	500	1,000	2,000	500	1,500	3,000	750	1,250	2,500	750	1,750	3,500	1,000	1,500	3,000	1,000	2,000	4,000	 						\$250	\$1,250	\$2,500	\$250	\$2,250	\$4,500	500	1,500	3,000	500	2,500	5,000	750	1,750	3,500	750	2,750	5,500	1,000	2,000	4,000	1,000	3,000	6,000	 						\$250	\$2,250	\$4,500	\$250	\$4,250	\$8,500	500	2,500	5,000	500	4,500	9,000	750	2,750	5,500	750	4,750	9,500	1,000	3,000	6,000	1,000	5,000	10,000
Out-of-pocket maximums (includes deductible)			Out-of-pocket maximums (6) (includes deductible)																																																																																															
Deductible	Single	Family	Deductible	Single	Family																																																																																													
\$250	\$750	\$1,500	\$250	\$1,250	\$2,500																																																																																													
500	1,000	2,000	500	1,500	3,000																																																																																													
750	1,250	2,500	750	1,750	3,500																																																																																													
1,000	1,500	3,000	1,000	2,000	4,000																																																																																													
\$250	\$1,250	\$2,500	\$250	\$2,250	\$4,500																																																																																													
500	1,500	3,000	500	2,500	5,000																																																																																													
750	1,750	3,500	750	2,750	5,500																																																																																													
1,000	2,000	4,000	1,000	3,000	6,000																																																																																													
\$250	\$2,250	\$4,500	\$250	\$4,250	\$8,500																																																																																													
500	2,500	5,000	500	4,500	9,000																																																																																													
750	2,750	5,500	750	4,750	9,500																																																																																													
1,000	3,000	6,000	1,000	5,000	10,000																																																																																													
Lifetime Maximum Benefit	\$5,000,000																																																																																																	
Mental and Nervous Disorders <ul style="list-style-type: none">• Inpatient – covered services payable to 31 days per calendar year• Outpatient and office therapy – covered services limited to 20 visits per calendar year	80% to coinsurance limit after deductible	60% to coinsurance limit after deductible																																																																																																
Chemical and Alcohol Dependence (lifetime maximum benefit of \$2,000) <ul style="list-style-type: none">• Inpatient• Outpatient and office therapy – covered services payable to a lifetime maximum of 44 visits, not to exceed \$35 per visit	80% to coinsurance limit after deductible 50% after deductible (does not apply toward out-of-pocket maximum)	60% to coinsurance limit after deductible 50% after deductible (does not apply toward out-of-pocket maximum)																																																																																																

Available with HumanaPPO Plan 57

This rider is made a part of the Group Policy to which it is attached.

Benefits

If you or your covered dependent(s) incur expenses for a routine exam or annual physical exam, the associated routine laboratory and x-ray charges will be covered at 100 percent; benefit payable up to a two hundred dollar (\$200) maximum per calendar year.

Exclusions

Expense incurred will not be payable under this provision for the following:

1. Medical examination and related expenses for treatment or diagnosis of a bodily injury or sickness
2. Medical examination or associated diagnostic laboratory charges caused by or resulting from pregnancy
3. Eye examination for the purpose of prescribing corrective lenses
4. Hearing tests
5. Dental examinations
6. Expenses incurred under this benefit while you are confined in a Hospital or Ambulatory Surgical Center
7. Expenses incurred for an employment physical or exams for the purpose of obtaining insurance; and
8. Immunizations

103



HumanaDental PPO Summary of Benefits

Florida Plan III

	Participating Dentists: Plan Pays	Non-participating Dentists: Plan Pays
Preventive Services <ul style="list-style-type: none"> • Oral examinations • X-rays • Cleaning • Topical fluoride treatment (through age 14) • Sealants (through age 14) 	100%	80% after deductible (option to waive deductible available)
Basic Services <ul style="list-style-type: none"> • Space maintainers (through age 14) • Emergency exams and palliative care for pain relief • Oral surgery • Amalgam, composite fillings • Thumb sucking and harmful habit appliances (through age 14) • Extractions (routine) • Non-cast prefabricated stainless steel crowns • Partial or complete denture repairs/adjustments • Endodontics (root canals) • Periodontics 	80% after deductible	50% after deductible
Major Services <ul style="list-style-type: none"> • Porcelain crowns • Inlays and onlays • Removable or fixed bridgework • Partial or complete dentures • Denture relines/rebases 	50% after deductible	30% after deductible
Orthodontic Option <ul style="list-style-type: none"> • Available for 10+ groups at an additional cost. Covers children through age 18. 	50% no deductible	
Lifetime Orthodontic Maximum Options	\$1,000 or \$1,500	
Calendar-year Deductible Options <ul style="list-style-type: none"> • Individual / Family (select one) 	\$25 / \$75 \$50 / \$150 \$50 / \$150	\$50 / \$150 \$50 / \$150 \$100 / \$300
Annual Maximum Options (excludes orthodontic services)	\$1,000 or \$1,500	\$500 or \$1,000

HumanaDental PPO: value and choice

Easy to use

- **No claim forms.** Simply present your ID card at each dental visit.
- **Fast claims processing.** Nearly 90% of complete claims are processed within 10 working days.
- **Advanced claims payment.** Claims are not held because of missing information. We'll call you or your dentist to find answers and keep claims moving.
- **Hassle-free customer service.** Call us at 1-800-233-4013, no answering machines or voice mail, Monday through Friday from 8:00 a.m. to 6:00 p.m.

Dental treatment plans

You or your dentist must submit a treatment plan for recommended non-emergency services that exceed \$300. Refer to Pre-determination of Benefits in your plan certificate.

Waiting Periods

Waiting periods may be required before you are eligible for reimbursement. Preventive services do not require waiting periods. Plan certificate contains guidelines.

We'll credit deductibles

Prior carrier credit. We'll credit the deductible amount satisfied with your prior carrier dental plan to your new HumanaDental plan if it is within the same calendar year. Simply send us a letter or explanation of benefits from your prior carrier within 60 days of your effective date.

This is not a complete disclosure of the plan. The plan certificate contains specific qualifications, limitations and exclusions.

Questions?

Call 1-800-233-4013

TDD: 1-800-325-2025

www.humanadental.com

104

Workforce Analysis

Race	Gender	Name	Job Category (Miami Dade)
Asian	Female	Lee, Yoojoo	Professional
Asian	Female	Zhang, Bibo	Professional
Asian	Male	Chun, Li	Professional
Asian	Male	Liu, Feng	Professional
Black	Female	Bevans, Alexandra	Professional
Black	Female	Hill, Artie	Professional
Black	Female	Tomlinson, Heather	Office/Admin
Black	Male	Brown, Richard	Professional
Black	Male	Cartwright, Damian	Professional
Black	Male	Crooks, Rick	Principal/Manager
Black	Male	Edwards, David	Professional
Black	Male	Joseph, Eliode	Professional
Black	Male	Kinthead, Richard	Manager
Black	Male	Taylor, Mark	Office/Admin
Black	Male	Thompson, Michael	Manager
Black	Male	Wallen, Kirk	Professional
Black	Male	Jackson, Conrad	Professional
Hispanic	Female	Cruz, Jazmin	Office/Admin
Hispanic	Female	Leon, Olga	Professional
Hispanic	Female	Matamoros, Roxanna	Professional
Hispanic	Female	Sequiera, Sandra	Professional
Hispanic	Female	Salomon, Stephanie	Office/Admin
Hispanic	Male	Afonso, Carlos M.	Professional
Hispanic	Male	Cuevas, Carlos	Professional
Hispanic	Male	Dragoni, Gerardo	Professional
Hispanic	Male	Gomez, Arturo	Manager
Hispanic	Male	Jimenez, David	Professional
Hispanic	Male	Lagos, Rafael	Manager
Hispanic	Male	Lozano, Luis	Professional
Hispanic	Male	Perez, Carlos	Professional

FOR FULL TIME EMPLOYEES ONLY						
# Full Time Employees			Gender/Ethnic Breakdown			
		47				
Asian	Black	Hispanic	White	Other	Male	Female
4	13	18	11	1	35	12
9%	28%	38%	23%	2%	74%	26%

Workforce Analysis

Race	Gender	Name	Job Category (Miami Dade)
Hispanic	Male	Rodriguez, Jorge	Registered Professional
Hispanic	Male	Saenz, Adolfo	Registered Professional
Hispanic	Male	Sisto, Jorge	Professional
Hispanic	Male	Tefel, Teodoro	Manager
Hispanic	Male	Cardenas, Elmer	Professional
Indian	Male	Dhar, Sondwip	Professional
White	Female	Dalickas, Christine	Professional
White	Female	Cardoba, Wanda	Office/Admin
White	Male	Ozimek, Gregory	Professional
White	Male	Caputo, Louis	Professional
White	Male	Friedman, Marvin	Professional
White	Male	Headley, Jim	Professional
White	Male	Morantz, Al.	Professional
White	Male	Smith, Michael	Professional
White	Male	Waldeck, Shawn	Manager
White	Male	Yetimoglu, Selcuk	Manager
White	Male	Dunne, Kenneth	Manager

106

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II**

**LIST ALL CONSTRUCTION CONTRACTS IN EFFECT WITH MIAMI DADE COUNTY
DURING THE LAST FIVE (5) YEARS:**

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
--------------------------	---	-----------------------------------	------------------------------------

==
(1)

N/A	\$	\$	%
-----	----	----	---

Summary of
Construction
Work performed

Litigation
Arising out
of Contract

==
(2)

	\$	\$	%
--	----	----	---

Summary of
Construction
Work performed

Litigation
Arising out
of Contract

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II (Cont'd)

LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
--------------------------	---	-----------------------------------	------------------------------------

(1)

<u>3/6/2002</u>	<u>\$ 500,000</u>	<u>\$ 6,048</u>	<u>1.2 %</u>
-----------------	-------------------	-----------------	--------------

Name of Dept. &
Summary of
Professional
Services
performed

Miami Dade Parks & Recreation Department
(E))-PARK-05) - Miscellaneous Civil Engineering

Litigation
Arising out
of Agreement

None

(2)

<u>4/2/2002</u>	<u>\$ 2,000,000</u>	<u>\$ 393,116</u>	<u>19.7%</u>
-----------------	---------------------	-------------------	--------------

Name of Dept. &
Summary of
Professional
Services
performed

Miami Dade Department of Environmental
Resources Management - (E01-DERM-05, E)
Construction Management Services

Litigation
Arising out
of Agreement

None

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II (Cont'd)

LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(3)			
8/27/2001	\$ 500,000	\$ 221,547	44.3%
Name of Dept. & Summary of Professional Services performed	Miami Dade Housing Agency (E99 MDHA 01)		
	Miscellaneous Civil & Structural Engineering Services		
Litigation Arising out of Agreement	None		
=			
(4)			
11/3/2001	\$ 500,000	\$ 239,181	47.8%
Name of Dept. & Summary of Professional Services performed	Miami Dade Department of Environmental Resources Management - FEMA DORM Drainage Project (E01 DERM 04, EP) - Roadway and Drainage Improvements		
Litigation Arising out of Agreement	None		
=			

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II (Cont'd)

LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
--------------------------	---	-----------------------------------	------------------------------------

(3) 11/3/2001	\$ 770,000	\$ 127,451	16.6 %
------------------	------------	------------	--------

Name of Dept. &
Summary of
Professional
Services
performed

Miami Dade County Water & Sewer Department
(E-1-WASD-05) Program Management

Litigation
Arising out
of Agreement

None

=

(4)

3/29/2003	\$ Open	\$ 0	0 %
-----------	---------	------	-----

Name of Dept. &
Summary of
Professional
Services
performed

Miami Dade County Equitable Distribution
Pool - Continuous Professional Services

Litigation
Arising out
of Agreement

None

=

(ADD EXTRA SHEET(S) IF NEEDED.)

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART III**

- A. How long has firm been in business? 10
- B. Has the firm, or the principals of the firm, ever done business under another name or with another firm? Yes - Dade Transportation Consultants,
If so, attach separate sheet(s) however,, this is not a contract with
listing same information as in parts Miami Dade County
I, II and III of this affidavit.
- C. List firm's private sector business for the last five (5) years:

NAME OF CLIENT

DESCRIPTIVE TITLE OF PROJECT

(1) Pierlugi
Bonvicini Architects

CEC South Building

(2) S&K Group

Royal Palms Executive Parking Lot
Seal Coating & Restriping

(3) _____

(4) _____

(5) _____

(ADD EXTRA SHEET(S) IF NEEDED.)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies.]**

 x Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, **AND** **[Please indicate which additional statement applies.]**

 There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate has not been placed on convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

Ordinance No. 93-129, as amended by Ordinance No. 00-18, is applicable to any provider of goods or services to the County who has a debarment history of poor performance on County Contracts or who have by their commission of crimes or the rendition of civil judgements, shown a lack of honesty and integrity.

Pursuant to Ordinance No. 00-18, the terms "vendor" and "consultant" have the same meaning as "contractor" and "subconsultant" has the same meaning as "subcontractor."

The Consultant shall comply with Miami-Dade County Ordinance No. 93-129 as amended by Ordinance No. 00-18, which prevents contractors, subcontractors, their officers, their principals, stockholders, and their affiliates who have been debarred by the County, from entering into contracts with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract.

It is the Consultant's responsibility to ascertain that none of the subcontractors, their officers, principals or affiliates, as defined in the ordinance, are debarred by the County pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 before submitting a proposal.

The Disclosure Affidavit pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 requires the Consultant to affirm, under oath, that neither the Consultant, its subcontractors, or their officers, principals or affiliates, as defined in the ordinance, are debarred by the County at the time of the response.

Any Consultant who fails to complete the Disclosure Affidavit pursuant to Ordinance No. 93-129, as amended, shall not be awarded a Contract with the County. Any contract or transaction entered into in violation of Ordinance No. 93-129 as amended by Ordinance No. 00-18 is void, and any person who willfully fails to disclose the required information or who knowingly discloses false information can be punished by civil or criminal penalties, or both, as provided for in the law.

Consultants shall also comply with Miami-Dade County Ordinance Nos. 93-137 which provides for penalties for any entity attempting to meet contractual obligations through fraud, misrepresentation, or material misstatement. In addition, the County shall, whenever practicable, terminate the contract. The County may also terminate or cancel any other contracts which such entity has with the County.

Pursuant to Ordinance No. 97-52, any entity attempting to comply with this Ordinance through fraud, misrepresentation or material misstatement may be debarred.

Consultant or his agents, officers, principals, stockholders, subcontractors or their affiliates shall affirm that they are not debarred by Miami- Dade County.

CRIMINAL RECORD AFFIDAVIT

Pursuant to Ordinance No. 94-34, as amended by Ordinance No. 00-30, failure to disclose convictions may result in debarment for those persons or entities who knowingly fail to make the required disclosure or falsify information.

Above named Firm/Respondent, as of the date of bid/proposal submission:

 X has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

 has been convicted of a felony during the past ten (10) years, or as of the date of bid submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

CURRENT IN OBLIGATIONS TO THE COUNTY AFFIDAVIT

Pursuant to Ordinance 99-162, as amended by Ordinance 00-67, Resolution R-531-00 and Administrative Order 3-29, all contracts, business transactions and renewals thereof with the County shall require the individual or entity seeking to transact business with the County to verify that the individual or entity is current in the obligations to the County and is not otherwise in default of any County contract. Any contract or transaction entered into in violation of this Ordinance shall be voidable.

Further, failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

Above named Firm/Respondent, as of the date of bid submission, verifies that the individual or entity is current in its obligations to the County and is not otherwise in default of any County contract.

DISABILITY NONDISCRIMINATION CERTIFICATION

That the above named entity is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

Miami-Dade County Resolution No. R-385-95.

Any contract entered into based upon a false certification submitted pursuant to resolution No. R-385-95 shall be voidable by the County. If any attesting firm violates any of the Acts during the term of any contract such firm has with the County, such contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its certification.

Pursuant to Resolution No. R-385-95, as amended by Resolution No. R-182-00, failure of the certifying firm to comply with the requirements of the Resolution may result in the debarment of those who knowingly violate the policy or falsify information.

FAMILY LEAVE PLAN CERTIFICATION

That in compliance with Ordinance No. 93-118 which amended Ordinance No. 91-142 of the Code of Miami Dade County, Florida, the above named entity provides the following information and is in compliance with all items in the aforementioned ordinance.

Employees, as defined in Section 2, Ordinance No. 93-118 and Chapter 11A of the Miami Dade County Code, shall be entitled to take leave on the same terms and conditions as are provided by Sections 102, 103, 104 and 108 of the Family and Medical Leave Act of 1993 (FMLA), Public Law No. 103-3, and any amendments thereto, with the exception of the following:

- (a) An employee may also take leave under the ordinance to care for a grandparent with a serious health condition on the same terms and conditions as leave is permitted under the FMLA to care for a parent with a serious health condition.
- (b) Employers are not required by the ordinance to maintain coverage under any group health plan for the duration of an employee's leave.
- (c) Nothing in this ordinance shall be construed to affect any employee benefit plan that the employer may otherwise provide.

Pursuant to Ordinance No. 93-118, and Section 102 (Leave Requirements), Entitlement to Leave-Subject to section 103, an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following:

- (a) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- (b) Because of the placement of a son or daughter with the employee for adoption or foster care.
- (c) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- (d) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Pursuant to Ordinance No. 91-142, as amended by Ordinance No. 93-118 and Resolution Nos. R-1499-91 and R-183-00, successful bidders and proposers who are employers covered by the Family Leave Ordinance shall, as a condition of award, certify that they provide family leave to their employees as required by such ordinance. The obligation to provide family leave to their employees shall be a contractual obligation. Failure to comply with the requirements of this section may result in debarment.

DOMESTIC LEAVE CERTIFICATION

Pursuant to Ordinance No. 99-5 and Resolution No. R-185-00, prior to entering into any contract with the County, a firm desiring to do business with the County, shall as a condition of award, certify that the firm is in compliance with the Domestic Leave Ordinance No. 99-5. The obligation to provide domestic violence leave to their employees shall be a contractual obligation. Failure to comply with the requirements of Resolution No. R-185-00, as well as the Domestic Leave Ordinance, may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

The entity named above certifies that the firm is in compliance with the Domestic Leave Ordinance, Ordinance No. 99-05.

**MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY
DUE FEES OR TAXES CERTIFICATION**

Except for small purchase orders and sole source contracts, the above named entity verifies that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the entity have been paid.

Pursuant to Section 2-8.6, as amended by Ordinance No. 00-30, failure to comply with the policy may result in debarment.

DRUG-FREE WORK PLACE CERTIFICATION

The entity named above certifies that the firm will provide a drug free workplace in compliance with Section 2-8.1.2 of the Code of Miami-Dade County as amended by Miami-Dade County Ordinance 00-30.

Pursuant to Ordinance No. 92-15, as amended by Ordinance No. 00-30, failure to comply with the policies in these Ordinances may result in debarment for those persons.

CODE OF BUSINESS ETHICS AFFIDAVIT

The above named entity has adopted a Business Code of Ethics that complies with the requirements of Section 1 of Ordinance No. 01-96.

The above named entity hereby affirms its understanding that its failure comply with its Code of Business Ethics shall render any contract between it and the County voidable, and subject it to debarment from future County work pursuant to section 10-38(h)(2) of the Code of Miami-Dade County. The Inspector General shall be authorized to investigate any alleged violation by a contractor of its Code of Business Ethics. Nothing contained herein shall be construed to limit the powers and duties of the Inspector General as stated in other sections of the Code of Miami-Dade County.

**COUNTY CONTRACTORS EMPLOYMENT AND PROCUREMENT PRACTICES
(AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT)
ORDINANCE NO. 98-30**

In accordance with the requirements of Ordinance No. 98-30, all firms with annual gross revenues in excess of \$5 million, seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan and Procurement Policy Affidavit.

Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with Ordinance No. 98-30. Either submittal shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

Any Firm/Respondent which does not provide an Affirmative Action Plan and Procurement Policy may not be recommended by the County Manager for award by the Board of County Commissioners.

The Firm/Respondent shall submit only one of the following two affidavits with its bid/proposal, whichever one is appropriate to its circumstances.

DEPARTMENT OF BUSINESS DEVELOPMENT
AFFIRMATIVE ACTION PLAN SECTION
ORDINANCE NO. 98-30
AAP/PP AFFIDAVIT

Pursuant to Miami-Dade County's Ordinance No. 98-30, Section 2-8.1.5, entities with annual gross revenues in excess of \$5,000,000 seeking to contract with the County shall as a condition of receiving a County contract have: 1) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices: and 2) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority - and women - owned businesses in its own procurement of goods, supplies and services.

Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose board of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted. The requirements of this section may be waived upon written recommendation of the County Manager that it is in the best interest of the County to do so and approval of the County Commission by majority vote of the members present.

Based on the above, please check the appropriate space below, and complete the affidavit as directed:

- X My firm provides engineering, architectural, landscape architectural, land surveying and mapping services. My firm has forwarded our affirmative action plan to the Department of Business Development for review.
- My firm has annual gross revenues in excess of \$5,000,000. My firm's affirmative action plan and procurement policy has been forwarded to the Department of Business Development for review.
- My firm has annual gross revenues less than \$5,000,000. Therefore, Ordinance No. 98-30 is not applicable.
- My firm has a Board of Directors which is representative of the population make-up of the nation.
(Complete the following Affirmative Action Plan exemption affidavit)

If at any time the Department of Business Development (DBD) has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, DBD may refer the matter to the State Attorney's Office and/or other investigative agencies. DBD may initiate debarment and/or pursue other legal remedies in accordance with Miami-Dade County policy and/or applicable federal, state and local laws.

The undersigned swears that the foregoing statements are true and correct. If after executing this affidavit there are any changes in the information submitted, the undersigned agrees to immediately inform DBD of such changes in writing.

For Questions regarding these requirements contact the Department of Business Development at (305) 349-5960

AFFIRMATIVE ACTION PLAN EXEMPTION AFFIDAVIT

N/A

Project No.: _____ Date: _____

Project Title: _____

STATE OF FLORIDA)

ss

COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared: _____ after being first dully sworn, upon oath deposes and says that he is an authorized representative of:

(Legal name, Corporation, Partnership, Firm, Individual)
hereinafter called Firm/Respondent) located at _____
(address, city, state)

and, that said Firm/Respondent has a Board of Directors which is representative of the population make-up of the nation and hereby claims exemption in accordance with the requirements of Ordinance 98-30. Said respondent has a current Board of Directors Disclosure form as required by Ordinance 98-30, processed and approved for filing with Miami-Dade County Department of Business Development (DBD) under File No. _____ and the expiration date of _____

Witness: _____ By _____
(Signature) (Signature)

Witness: _____
(Signature) (Legal Name and Title)

The foregoing instrument was acknowledged before me this _____ day of _____ 20____

FOR A CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

by: _____ Having the title of _____

() a _____ corporation () partnership () joint venture
He/She is () personally known to me, or
() has produced _____ As identification.

Notary Seal: _____ Notary Signature: _____
Type or print name: _____

Please note:

Ordinance 82-37 requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

Ordinance 98-30 requires firms with annual gross revenues in excess of five (5) million dollars have an affirmative action plan/procurement policy on file with the County. Firms that have Boards of Directors that are representative of the population make-up of the nation are exempt.

For Questions regarding these requirements contact the Department of Business Development at (305) 349-5960

This affidavit must be properly executed by the respondent and included in the proposal/bid

FAIR SUBCONTRACTING POLICIES CERTIFICATION (ORDINANCE 97-35)

All selected proposers on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring proposers to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
- c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- d) allows local subcontractors to meet with appropriate personnel of the proposer to discuss the proposer's requirements; and
- e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the proposer's stated objectives.

All proposers seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures. Proposers who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.

The term "local" means having headquarters located in Miami-Dade County or having a place of business located in Miami-Dade County from which the contract or subcontract will be performed.

The term "subcontractor" means a business independent of a Proposer that may agree with the Proposer to perform a portion of a contract.

The term "subcontract" means an agreement between a Proposer and a subcontractor to perform a portion of a contract between the Proposer and the County.

REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS ON COUNTY CONTRACTS CERTIFICATION:

In accordance with Ordinance 97-104, amended by Ordinance 00-30, all successful bidders and proposers on County contracts for purchases of supplies, materials or services, including professional services, which involve the expenditures of \$100,000 or more and all bidders or proposers on County or Public Health Trust construction contracts which involve the expenditure of \$100,000 or more shall provide, as a condition of award, a listing which identifies all first tier subcontractors who will perform any part of the contract work and describes the portion of the work such subcontractor will perform, and all suppliers who will supply materials for the contract work direct to the bidder or proposer and describes the materials to be so supplied. Failure to comply with this policy may result in debarment.

A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the work to be performed or materials to be supplied from those identified in the listing provided except upon written approval by the County.

FALSE CLAIMS ORDINANCE AFFIDAVIT


The purpose of the Miami-Dade County False Claims Ordinance No. 99-152 is to deter persons from knowingly causing or assisting in causing the County to pay claims that are false, fraudulent, or inflated, and to provide remedies for obtaining damages and civil penalties of the County when money is sought or obtained from the County by reason of a false claim. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise for money, property or services made to any employee, officer, or agent of the County, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from or was provided by the County (hereinafter "County funds")

Additionally, Management shall maintain a final bid takeoff, that is, the final estimate, tabulation, or worksheet prepared by the bidder in anticipation of the bid submitted and which shall reflect the final bid price. The final bid takeoff shall contain a line item for allocation of overhead costs. The final bid takeoff is a condition precedent to submitting a claim under the Contract. Any violation of this ordinance may result in the sanctions provided for in the ordinance, including debarment.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

The applicable affidavits pertaining to Architectural/Engineering Services, RFQ's, RFP's, and Bids will apply accordingly.

By:


Signature of Affiant

Date 9/20/04

Enrique Crooks, President
Printed Name of Affiant and Title

6 5 - 0 5 1 1 9 7 3 9
Federal Employment Identification Number

SUBSCRIBED AND SWORN TO (or affirmed) before me this 20th day of September, 2004
He/She is personally known to me or has presented _____ as
identification.

Type of identification

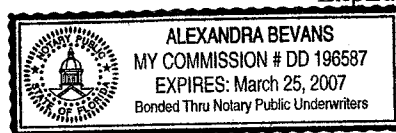

Signature of Notary

DD 196587
Serial Number

Alexandra Bevans
Print or Stamp Name of Notary

March 25, 2007
Expiration Date

Notary Public - State of Florida



Notary
Seal